

**KINGSLEY AREA SCHOOLS
CUSTODIAL SERVICES**

REQUEST FOR PROPOSALS (“RFP”)

February 2, 2024



I. **SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS.**

Bids must be submitted and received by the District by:

Monday, March 4, 2024 at 1:00 P.M.

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

CUSTODIAL SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Kingsley Area Schools
Attention: Joshua Rothwell, Superintendent
402 Fenton Street
Kingsley, Michigan 49649

1.2 Late Proposals. Each Proposer is responsible for submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above may be rejected for consideration by the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original hard copy signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will NOT be accepted. Along with the original, signed Proposal, the Proposer shall also submit three (3) copies of the Proposal.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated above, by the superintendent and/or such other School District administrator authorized by the Board of Education. No immediate award decision will be rendered at the time of Proposal opening. Proposals will not be reviewable by the public, nor disclosed to unauthorized persons prior to Proposal opening. However, after Proposal opening, all Proposals shall be open to public inspection, subject to any applicable disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an “Intent to Respond” to Joshua Rothwell at jrothwell@kingsleyschools.org with the subject line “Custodial RFP Intent to Respond.” An Intent to Respond shall include the name of the Proposer, the name of the contact person, and that person’s email address. The School District intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an *Intent to Respond* are not precluded from bidding; however, they may not receive responses to requests for clarification or addenda and shall be solely responsible for obtaining any such information in an alternative manner.

1.5.2 *Requests for Clarification.* Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of proposals, the School District will not entertain any complaint or claim that the terms of the RFP were misunderstood. Proposers may request clarification of information within the RFP. All such requests should be made in writing to Joshua Rothwell at jrothwell@kingsleyschools.org and with the subject line “Custodial RFP Request for Clarification.” Written responses to all written requests for clarification will be made and distributed to all Proposers who submitted an Intent to Respond via addenda. No requests for clarification will be accepted after the close of business ten (10) calendar days before the bid submission deadline. The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District as having received an RFP.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to all Proposers who filed an Intent to Respond in accordance with Paragraph 1.5.1 and otherwise available to all Proposers upon an appropriate request. The School District may, but shall not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business ten (10) calendar days before the bid submission deadline. Each Proposer bears responsibility for confirming prior to submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should 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.

1.5.4 *Availability.* Copies of this RFP and any associated addenda may be received from the School District Administration Offices between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, subject to any holidays or school closures, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may

have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

1.7 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements.
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract.
- Submitting a Proposal determined by the School District to be unreasonable in price.
- A Proposal is received by a Proposer determined by the School District not to be a responsible Proposer.
- Failure to furnish a bond or security as required by the RFP.
- Any other reason deemed relevant by the School District and which is consistently applied.

1.8 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.9 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP. Also, if selected, any start-up costs are included in the bid amount.

1.10 Modification or Withdrawal of Proposals.

1.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the

same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

1.11.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.11 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.12.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached to this RFP as **Attachment A**.

1.12.3 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as **Attachment B**.

1.12 Pre-Bid Meeting.

1.13.1 The School District may conduct a pre-bid walk of the facilities. The Proposer is strongly encouraged to attend any such walk-through because, if provided, no other walks will be guaranteed. The Proposer may ask questions about the facilities, equipment and the RFP during such walk, answers to which may be given immediately or at a later date in accordance with the process described above. If a Proposer does not attend any such pre-bid walk-through, it shall provide along with its proposal an explanation why the School District should be confident that Proposer understands the scope of work to be provided pursuant to this RFP.

1.13.2 The School District reserves the right to reject the proposal of any Proposer failing to attend any such pre-bid walk and failing otherwise to explain in writing why the Proposer has at least equivalent knowledge of the School District's facilities and requirements as other Proposers who attended the walk-through.

II. SELECTION TIMELINE, CRITERIA, AND EVALUATION.

2.1 The RFP shall be released and considered on the following schedule:

Release of RFP	February 2, 2024
Deadline for Requests for Clarification and Addenda (date and time)	February 23, 2024 4:00 P.M.

Pre-Bid Walk-Through (date and time)	February 19, 2024 10:00 A.M.
Proposals Due (date and time)	March 4, 2024 1:00 P.M.
Bid Opening (date and time)	March 4, 2024 2:00 P.M.
Award of Contract	March 11, 2024 6:00 P.M.
Commencement of Services	July 1, 2024

With the exception of the deadline for Proposal submission, the School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

2.2 Proposal Information. 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 include the information identified below and any other information required by this RFP, but may 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.

2.2.1 Bid security as required by Section 1.7.

2.2.2 Original bid document and copies as required by Section 1.3.

2.2.3 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer and brief statement of its history, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.

2.2.4 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C**. The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall provide an adequate explanation how its costs have been computed. Alternative pricing shall be provided for all of the following:

2.2.4.1 The additional cost of providing services for additional one-year terms (beyond the initial three-year term), which may be authorized at the School District’s sole option.

2.2.4.2 The reduced cost of having the School District procure and provide all necessary future cleaning supplies, materials, and equipment (in addition to the reduced cost of using the School District’s existing supplies, materials and equipment).

2.2.4.3 Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.

2.2.5 By submitting a Proposal, each Proposer is attesting to the following: (a) Proposer has read and understands the RFP and project requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the buildings, grounds, and scope of work to be performed, and (c) Proposer's price is based upon all required work, personnel, supplies, materials and equipment, taxes and other costs described in the RFP and in accordance with all terms and conditions without exception.

2.2.6 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that it is currently providing custodial services for other K-12 school districts of similar size and scope as the School District, particularly identifying outstanding custodial service contracts.

2.2.7 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.

2.2.8 The Proposal shall include background information and qualifications of the personnel who will be involved with the School District, including a list of the Proposer's management staff to be assigned to manage the School District's needs, describe the chain of command and reporting relationships, and include an organizational chart (including where any School District liaison or representative would be placed).

2.2.9 The Proposer shall provide a list of training programs, if any.

2.2.10 The Proposer shall describe in detail its experience with respect to the conversion of custodial services from one contracted service provider to another, as well as a transition plan for the School District. The Proposer shall further describe how it will assist the School District in this regard and its customer relations philosophy with respect to the same.

2.2.11 The Proposer shall provide a list of at least three (3) references, including contact names, addresses, phone numbers, length of time in service, and square footage of applicable facilities; and, if applicable, the name of any entities who contracted with Proposer to convert from school-provided custodial services to a contracted service custodial program or from one contracted service provider to another.

2.2.12 The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including annual audited financial reports for the three (3) most recent fiscal years.

2.2.13 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, licenses, codes, ordinances and policies that apply to Michigan public schools. Without limiting the breadth of the foregoing, the Proposer shall agree to comply, at its cost, with the requirements for criminal history and background checks conducted or facilitated by the School District as required by the Revised School Code.

2.2.14 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Proposer's provision of custodial services, provision of supplies, materials and equipment with respect to the same, working conditions, employment practices, and mistreatment of pupils or others. Disputes regarding workers' compensation or unemployment proceedings are not included in this subsection.

2.2.15 The Proposer shall provide a written schedule identifying the number of employees designated per building for each day and the total number of hours that Proposer's employees will work therein each day. The Proposer shall also provide the number of reserve staff available to meet minimum staffing requirements. Such information shall be considered to evaluate the Proposer's ability to meet custodial service requirements for each building.

2.2.16 The Proposer shall specifically identify and explain any and all objections to or requested exceptions to its compliance with the requirements of this RFP and the form of Contract. ***The failure to specifically identify and explain an objection or exception shall be deemed an express agreement by the Proposer to be bound by the terms of the RFP and/or Contract.***

2.2.17 The Proposer shall provide a brief statement of its business and service philosophy, goals, and visions.

2.3 Evaluation of Proposals. The purpose of this RFP is to consider a contractual relationship with an experienced and qualified custodial service provider to provide complete custodial services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest performance standards and reliability. It is acknowledged that every aspect of the operation may not be detailed in this RFP. The Proposer must document its expertise, experience, and approach based on its understanding of the School District's requirements.

2.3.1 The School District shall have the right to take such steps as are necessary to determine the ability of the Proposer to perform the work in a prompt and

efficient manner in accordance with the RFP. In determining the qualifications and responsibilities of the Proposer, the School District shall take into consideration those criteria listed in Section 2.2 and any other consistently applied information the School District deems necessary.

2.3.2 The School District reserves the right, but shall not be obligated, to select one or more Proposers for post-Proposal investigation, discussions and negotiations, which may include a short post-proposal oral presentation to the School District. Such discussions and negotiations, if they occur, will involve only Proposers who submit Proposals falling within a competitive range to be determined by the School District. Proposals will be generally evaluated based on quality of response to this RFP, apparent capability of Proposer in the areas of management, business stability, routing, and human resources, and cost.

2.3.3 The School District reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the School District may be served, including the right to award a Contract without further discussion or negotiation with anyone proposing these services.

2.4 Contract Award and Requirements.

2.4.1 The Contract will be substantially in the form attached hereto as **Attachment D**, except that the School District may elect in its sole discretion to further negotiate the terms of same with Proposers whose Proposals fall within a competitive range as determined by the School District.

2.4.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. A contract between the School District and the Proposer shall come into existence and be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable; (b) execution of a Contract reduced to writing as contemplated by Section 2.4.1; and (c) authorization by the School District's Board of Education. A contract shall not exist between a Proposer and the School District merely because a Proposer has submitted a conforming Proposal and the School District's Board of Education has accepted the Proposer's Proposal. The Contract shall only come into existence when the Contract document between the School District and the Proposer contemplated under Section 2.4.1 is executed by both parties and approved by the School District's Board of Education.

2.4.3 The Contract shall be for an initial three (3)-year term commencing July 1, 2024 and ending June 30, 2026. In addition to the period described above, Proposers may submit a supplemental alternate for a different time frame. The Contract may be terminated upon thirty (30) days' written notice from the School District at any time with or without cause.

2.4.4 Insurance.

2.4.4.1 The Proposer shall insure jointly the liability of itself, the School District, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

2.4.4.2 The Proposer shall maintain insurance coverage satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the term of the Contract. The Proposer shall furnish evidence thereof to the School District not less than thirty (30) calendar days before coverage is required and services are scheduled to begin pursuant to the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District, which shall include a minimum of sixty (60) days notification to certificate holders of cancellation or change in the policy, and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in Michigan.

2.4.4.3 The Proposer shall maintain such general liability insurance that will protect the Proposer from any claims for liability damages, including death, and damage to property that may arise from operations under, related to, or about the Contract.

2.4.4.4 The Proposer shall maintain such workers' compensation insurance as will protect the Proposer from claims that may arise from operations under, related to, or about the Contract.

2.4.4.5 The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance

Coverage A – Statutory

Coverage B – \$500,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions)

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$2,000,000
Fire/Legal	\$2,000,000
Sexual Molestation	\$2,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles) \$2,000,000 Combined Single Limit

Bodily: \$1,000,000 Each Person
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

The Proposer shall not commence work under the Contract until all insurance stated in this RFP is obtained and the School District has reviewed all associated insurance policies.

2.4.6 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of the RFP and accepted portions of the Proposer's response thereto. The Contract will be substantially in the form of agreement attached as **Attachment D**, subject to: (a) the School District's ability, in its sole and absolute discretion, to negotiate the Contract's terms, and (b) any specific exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.16, and agreed to by the School District. In the event of any inconsistency between the Contract, the RFP, and response, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. SCHOOL DISTRICT PROFILE AND OVERVIEW.

Schools/Buildings/Land

Pre-School.....	4,100 sq ft
Elementary School.....	31,600 sq ft
Middle School	71,400 sq ft
High School	82,000 sq ft
Administration Building	1,422 sq ft
Driver’s Lounge.....	660 sq ft

Minimum Coverage Hours

7:00 a.m. to 12:00 a.m.

Students

2023/2024 Enrollment	1,443
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Current Contracted Staff for Custodial

Management	1.0 FTE
Custodial	7.75 FTE

IV. DESCRIPTION OF SERVICES.

4.1 Generally. Proposer shall, during the entire term of the Contract, furnish all management, supervision, equipment, services, and necessary insurances required to provide all School District custodial services in accordance with this RFP and in accordance with the highest standard in the industry, including:

4.1.1 All janitorial services necessary to clean and sanitize all spaces of the School District’s facilities in accordance with this RFP, the School District’s requirements, and industry standards.

4.1.2 Responsibility to clean, maintain, safeguard and service the facilities and occupants of the facilities.

4.1.3 The selection, evaluation, training, compensation, and retention of custodial employees, including all necessary, management and clerical personnel.

4.1.4 Effective communication with the School District, including, but not limited to, the School District's administration, Board of Education, teachers, and, as applicable, with parents, students, and the community.

4.1.5 Continuous analysis of the custodial operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions.

4.1.6 Proposer and its employees are required to, and shall at all times, comply with any and all standards, regulations, codes and laws of federal, state, and local governments, including but not limited to the handling of materials, licensing and permitting requirements, privacy issues, student record issues and any other issues arising out of the services to be provided. Further, the Proposer and its employees must know and abide by the applicable policies of the School District, including, by way of example only, policies related to sexual harassment and smoking. As mandated by the Revised School Code, criminal history and criminal record checks must be done on all of Proposer's employees providing services hereunder, which costs shall be borne by the Proposer. Without limiting any other indemnification provision(s) herein, the Proposer shall indemnify and hold harmless the School District for any injuries or damages arising out of the failure to comply with applicable laws and policies.

4.2 Management.

4.2.1 The Proposer shall provide management staff and technical support to coordinate all Proposer functions described in the RFP. These staff members shall ensure that the School District's custodial needs are smoothly and efficiently met. The Proposer must employ or subcontract with qualified individuals who will be able and available to meet the School District's custodial needs. The Proposal shall include a list of the proposed management staff, positions and experience, including telephone numbers where they be reached at all times and email addresses. A return call shall be made within thirty (30) minutes of the time the call is placed. The Proposer shall be responsible for the cost of all phones (and, if applicable, computers), as well as ensuring their acceptability for the requirements set forth herein.

4.2.2 Management staff must: (a) have the ability to access and use a computer for routine tasks, (b) be authorized to act as the Proposer's agent in all

communications related to the performance of services, (c) have experience supervising cleaning staff, (d) have authority to schedule working hours, assignments, and cleaning procedures, (e) cooperate with School District administrators, and (f) be available for inspections, upon request, at times other than normal working hours.

4.2.3 The Proposer must dedicate at least one on-site manager with appropriate experience to act as the Proposer's agent at all times. Once assigned, an on-site manager shall not be removed by Proposer without prior written consent of the School District. The Proposer shall, on the written direction of the School District, remove and replace any and all proposed management staff from the provision of services to the School District under the Contract.

4.2.4 The Proposer's management staff shall advise the School District on routine organization and operation matters concerning the custodial services, provided that such consultation does not disrupt the Proposer's ability to perform the services described in the Request for Proposal. The Proposer's management staff shall meet with the District at least once a week to discuss a calendar of events and to ensure a proper level of service.

4.3 Operations.

4.3.1 Operational Requirements.

4.3.1.1 The Proposer shall provide all custodial services necessary to meet the School District's regular needs as described by the School District from time to time. Service shall be provided on all school days, throughout the summer, and on breaks as needed, or as otherwise designated by the School District. If necessary to meet performance obligations and standards, cleaning may occur on weekends. The Proposer shall provide an Implementation Plan, including the total number of employees per building, job descriptions, and manuals detailing standard and emergency cleaning procedures. Without limiting the breadth of the foregoing, the Implementation Plan must specifically address the deep cleaning duties to be performed during summer months and other school breaks.

4.3.1.2 As requested by the School District, the Proposer shall provide other custodial services when such services do not conflict with regular service obligations.

4.3.1.3 It is expected that custodial services will be provided primarily after the end of the school day, except for certain time sensitive services (e.g., gym floor cleaning before after-school practices and games, special events, holidays, and breaks). It is the Proposer's responsibility to maintain the standard of cleanliness specified in this RFP and any separate Contract by adhering to the guidelines attached to this RFP (or, if not attached, the standard currently held by the School District or as reasonably increased thereafter by the District, if reasonable in scope). It is the responsibility of the Proposer to provide sufficient personnel to ensure that the requirements are met and that each facility is effectively cleaned and all other duties are performed.

4.3.1.4 Extracurricular and Weekend Activities. The Proposer will be responsible for furniture setup and take-down (when appropriate) for any extracurricular activity needs, sporting events, or rental agreements that occur at School District facilities. The Proposer acknowledges that these events are numerous and may occur after student hours.

4.3.1.4.1 The Proposer will be responsible to provide sufficient personnel as required by the School District for extracurricular and weekend activities. Periodic special events may require the Proposer to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, a play in the auditorium, home sports events, etc.). It is anticipated that clean-up will be completed prior to the next scheduled business/school day. The Proposer may choose to schedule support clean up on the day after the event if the delaying of the clean up does not detract or interfere with the overall look or environment of the school facility.

4.3.1.4.2 Extracurricular and weekend services must be included within the Proposer's base bid, unless an exception is noted and alternate pricing is provided on the proposal form. If the selected Proposer requires additional payment for these services, additional compensation will be paid only if approved in advance by the School District's designee. Itemized bills should include the date of the service, hours worked, the employees who worked and the name of the School District personnel who approved the service. Such billing must be submitted under separate invoices but at the same time as the base Contract invoice for the month within which the service was provided.

4.3.2 Staff Management Requirements. The Proposer shall attempt to ensure continuity of management staff and other employees to promote familiarity and excellence in the provision of services. However, the Proposer shall, on the written direction of the School District, remove and replace any and all proposed staff at will from the provision of services to the School District under the Contract.

4.3.2 Changes in School Schedules

4.3.2.1 On those days when a District facility is closed and/or classes are canceled to ensure the health and safety of pupils for the reason of inclement weather, epidemic, or any other lawful reason, the Proposer shall provide deep cleaning of the affected school(s), with the type of cleaning and locations to be reasonably approved by the School District. Alternatively, the School District may choose, in its sole discretion, to receive a 100% daily discount based on a computed daily rate being charged to the School District by the Proposer for custodial services. In the absence of the School District's express selection of a daily discount, the Proposer shall perform the deep cleaning services mentioned above.

4.3.2.2 The Proposer shall cooperate with School District to maintain good public relations with the community and news media so that any pertinent items or issues affecting the custodial program can be brought to the attention of the public. Such service may include participation in one or more meetings prior to the beginning of each academic year to review services, expectations, limitations and regulations.

4.3.3 Limitation of the School District's Obligations. The School District is not at any time obligated to request other custodial from the Proposer, nor pay for services not received.

4.3.4 School District's Right to Contract Separately. The School District expressly retains the right to contract separately with other vendors or entities for any custodial services not expressly awarded to Proposer hereunder. Further, in the event of Proposer's non-performance, the School District may contract with other vendors or entities to supplement and offset the Proposer's non-performance.

4.4 Proposer Service Requirements.

4.4.1 The Proposer shall provide an adequate staff of experienced personnel, capable of successfully accomplishing the delivery of custodial services. The Proposer shall perform the services at time periods as approved by the School District's designee. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods. No Proposal shall include or require a contract term that bars the School District from hiring any personnel that may

provide services as a Proposer employee in the event of contract termination or expiration.

4.4.2 The Parties acknowledge that the School District is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may access its facilities. Accordingly, the School District may request, subject to the Proposer's rights as an employer, that the Proposer prohibit an employee that the School District believes jeopardizes the reputation or public safety of the School District and its facilities from entering said facilities. Such prohibition will in no way affect the right of Proposer, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

4.4.3 Pre-Employment Screening. The Proposer shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Proposer's performance under this RFP (or, if applicable, the Contract). The Proposer shall interview and give consideration to employing the School District's personnel that is displaced as a result of the implementation of the RFP or any Contract, if any. There will not be an obligation that displaced School District personnel are hired by the Proposer. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the candidate's suitability for work under the Contract. That program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history and criminal records, as required by the law of the state of Michigan. In the event any of the pre-employment screening is failed by a potential employee, that employee shall not be hired by the Proposer for any position that serves the School District pursuant to the RFP or any Contract.

4.4.4 Transfer. Upon request by the School District, subject to the Proposer's rights as employer to control and direct its employees, the Proposer shall consult with the School District concerning the Proposer's continuing assignment of employees to provide services to the School District. Any Proposer employee deemed by the School District in its good faith determination to jeopardize the reputation of, public support for, or confidence in the provision of services by the Proposer shall be transferred by the Proposer to other functions to the extent permitted by law and necessary to maintain an independent contractor relationship. Such transfer, if based only on School District determination, shall be without stigma or negative connotation. Such transfer

4.4.5 During the performance of services, a meeting may be called at any time by the Proposer or the School District to review the quality of the custodial services provided or any other issue that may arise. Items not completed to the satisfaction of the School District will be corrected by the Proposer within a mutually agreed upon time frame. Any continued or repeated offenses with regard to workmanship may be subject to fines deducted from the monthly invoice. Failure by

the Proposer to remedy concerns of the School District may result in the termination of services.

4.4.6 The Proposer must comply with all applicable School District policies. The Proposer recognizes that its employees will perform in safety-sensitive positions. Proposer shall institute a drug and alcohol policy, and provide appropriate training and safeguards, consistent with the safety-sensitive positions to ensure the safety of the School District's students, staff, visitors, and facilities. The Proposer's employees shall present themselves in an appropriate manner and attire consistent with the school environment. The Proposer's employees shall be appropriately qualified and trained and possess the requisite certifications or licenses for applicable activities, to perform custodial services. The Proposer shall maintain a list of employees assigned to each facility, updated as employees are hired or terminated, and maintain daily attendance records, including "log in" and "log out" times for all non-supervisory employees, to enable the School District to identify which individuals are in a facility at any particular time. The Proposer shall provide at least 48 hours' notice before new employees are placed in any School District facility. The School District reserves the right to perform any independent background checks on Proposer's employees, consistent with applicable laws.

4.4.6.1 At no time shall the Proposer's personnel do any of the following: (a) allow custodial closets to be open and unattended, (b) congregate or have food/drink in unauthorized areas, (c) copy, distribute or loan any key to School District facilities, (d) disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District or its employees, (e) leave custodial products and/or equipment unattended, (f) leave custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons), (g) leave lights on or doors open in unattended sections, (h) play radios, or other similar devices, at a volume that is audible in other areas of the building, (i) use any School District equipment (e.g., telephones, computers, copiers, TV's, other media equipment) that is not required to perform duties as detailed in this RFP or Contract, (j) smoke or use any tobacco products on School District property, (k) use or remove any School District owned equipment or supplies outside of the School District's facilities, or (l) allow visitors, spouses or children of the employees to be at the work site during working hours unless they are bona fide employees of the Proposer or they receive prior approval from the School District's designee.

4.5 Supplies, Materials and Equipment.

4.5.1 The Proposer shall procure all cleaning supplies (e.g., cleaning chemicals) and materials (e.g., paper products) for custodial services. The Proposer

shall manage the inventory and, upon the School District's request, shall submit to the School District a monthly report detailing all supply consumption (including type and quantity for each facility). Further, the Proposer shall provide all equipment necessary for Custodial Services. The Proposer shall provide a complete list by make and model of all equipment needed to provide required custodial services. Except to the extent such equipment is currently owned by the School District and available for the Proposer's use, the Proposer shall furnish all such equipment at its own cost, which costs shall be included in the bid amount. Proposer is responsible for maintaining, repairing and replacing all such equipment, regardless of ownership.

4.5.2 To ensure the safety, efficiency, and viable use of School District facilities, the School District reserves the right to accept or reject any equipment items used (or proposed for use) by the Proposer. An acceptable substitute must be immediately furnished for any rejected items.

4.5.3 Proposer shall be responsible for all items stored on the School District's premises, including all equipment and supplies.

4.5.4 The School District reserves the right to identify mathematical errors in extensions and additions by the Proposer. The School District's corrected proposal sum total shall be communicated to the Proposer for the Proposer's approval.

4.5.5 The School District reserves the right to purchase equipment necessary for the performance of services hereunder.

4.6 Compensation.

4.6.1 In consideration for services, the School District shall pay to Proposer all sums due and owing and calculated in accordance with the bid amount (as may be modified by negotiation, as permitted by law) and the billing methodology prescribed in the Proposal and accepted by the School District.

4.6.2 Proposer shall submit to the School District an invoice for services no more frequently than monthly, seeking payment for services rendered during the preceding month. Statements must provide detail that will allow the School District to verify costs and expenses incurred. The School District shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the School District reasonably disputes an invoice in good faith.

4.6.3 In the event the School District's custodial needs materially change during the applicable term and School District desires to alter the base services provided by the Proposer, including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation shall be subject to renegotiation. Accordingly, the Proposer shall formulate its Proposal with the assumption that, in the

event of material changes in custodial needs (including, but not limited to, building reorganization, change in scope, change in timing), the economic terms may be subject to renegotiation and, if the parties are unable to reach agreement on such renegotiation, the School District shall have the option of either continuing the services as then applicable or terminating the services altogether, without penalty.

4.6.4 The Proposal pricing shall not include the cost or charges for medical, vision and/or dental insurance (the “Health Benefits”) that may be offered to Contractor’s employees. The School District shall not be responsible for paying Health Benefits to Contractor’s employees or contractors, unless required by law.

4.7 Facilities. Proposer shall store and maintain the supplies, materials, and equipment to be utilized in performing services, and shall maintain an office from which to manage its operations, at facilities located within or in convenient proximity to the business offices of School District. The Proposer may be allowed to use School District facilities, but may be subject to a separate facilities use agreement between the Proposer and the School district.

4.8 Records and Reporting Requirements. The Proposer shall make available at any time to the School District all operating records that the School District may request.

4.9 Termination of Contract.

4.9.1 In addition to any other rights the School District may have, it shall have the right to declare the Proposer in default and terminate the contract if:

4.9.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;

4.9.1.2 Proposer abandons the work;

4.9.1.3 Proposer refuses to proceed with the work when and as directed by the School District or fails to correct within a reasonable correction period of not more than seven days any unsatisfactory performance after receiving notice from School District of such unsatisfactory performance;

4.9.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;

4.9.1.5 The School District Board of Education determines that Proposer is, or has been willfully or in bad faith, violating any of the requirements of service;

4.9.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees;

4.9.1.7 Proposer fails to comply with the terms of service obligation as to cleaning standards, schedules, or otherwise.

4.9.2 In the event the State of Michigan's funding levels and related formulas are materially reduced beyond those levels established for the current fiscal year for the School District, the School District reserves the right to terminate the services without penalty and effectuate termination upon providing Proposer with written notice.

4.9.3 The School District shall have the right to terminate the services for any or no cause by providing thirty (30) days' prior written notice.

4.9.4 In the event of a termination, the Proposer shall be entitled to compensation for those services properly provided to the date of termination. Proposer shall have no right to any special or consequential damages in the event of such termination. Proposer shall be responsible for any damages incurred by the School District from termination due to Proposer's failure to comply with the terms of its service obligations.

4.10 Hold Harmless/Indemnification Agreement. The Proposer shall hold harmless and indemnify the School District's and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense, relating to any injury to person or property in any way related to the Proposer's performance or nonperformance of services under this RFP (or, as applicable, separate contract) regardless of how caused. The Proposer shall notify the School District immediately upon knowledge of any claim, suit, action or proceeding for which the School District may be entitled to indemnification hereunder.

4.11 Taxes. Except to the extent the School District purchases supplies, materials and equipment as allowed under this RFP, the Proposer is responsible for sales tax and any other applicable taxes related to the custodial services provided hereunder.

4.12 Repairs to Property Damage. Damage to any School District facilities or properties caused by the Proposer, its agents or employees shall be repaired so that the facilities or properties are in as good condition as upon commencement of services hereunder. All repairs shall be accomplished at no cost to the School District. Proposer shall report any such damage to the School District within 12 hours of the occurrence.

4.13 Force Majeure.

4.13.1 The Proposer is expected to work on days when normal school operations are closed due to weather-related issues or emergency (such as boiler failure), and may be required to perform selected tasks other than ordinary daily cleaning.

4.13.2 In the event Proposer is unable to provide custodial services herein specified due to circumstances out of its control (other than as set forth in Section 4.13.1), which may include any civil disturbance, fire, riot, war, picketing, strike, lockout, oil or fuel shortage or embargo, governmental action, the School District shall excuse the Proposer from performance. The School District shall have the right to take over the custodial services if the Proposer is prevented from operating for the reasons described above and may provide such custodial services with school employees or other persons, as the School District may deem appropriate until Proposer is able to resume its regular operations. The School District shall receive credit from Proposer for the days the Proposer failed to provide such Custodial Services on a pro-rata basis. Notwithstanding the foregoing, in the event of a strike, the Proposer shall procure replacement personnel necessary to perform the custodial services. If the Proposer 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 Proposer, or terminate the performance of services, without penalty. A change in market conditions does not constitute force majeure.

4.13.3 If one or more buildings are closed for more than three consecutive days for any force majeure reason, the School District may request that custodial services be temporarily suspended in the applicable building(s). If this occurs, the School District's bill for that month shall be reduced by 1/20th for each day of work that services are cancelled.

4.14 Uniforms and Identification. All custodial employees performing services are required to wear a clearly readable identification badge on the front of a uniform shirt (above the waist and preferably on a breast pocket). In the event that the Proposer fails, neglects or refuses to conform with the above requirements, the Proposer may be subject to immediate termination by the School District without penalty.

4.15 Schedule Changes. Proposer must submit daily, weekly, monthly, and annual schedules for general review of the School District. The School District reserves the right to comment and request that Proposer change a custodial service schedule with fifteen (15) days advance notice to Proposer. The Proposer shall notify the School District immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Proposer shall notify the School District's designee in advance of any condition or situation, which will affect the performance of the work. In either case, the Proposer shall communicate how the affected work will be rescheduled.

4.16 Independent Contractor Status. It is expressly acknowledged and agreed between Proposer and the School District that Proposer will act as an independent contractor in the performance of its duties and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Proposer shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local

taxes arising out of Proposer's activities, 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 Proposer shall not be considered an employee of the School District, nor is Proposer 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. Neither party shall have authority 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. Nothing herein shall be construed to interfere with or otherwise affect the rendering of services by Proposer in accordance with its independent and professional judgment.

V. TRAINING REQUIREMENTS.

5.1 Training. The School District believes that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective custodial services. The Proposer shall have, in-place, an on-going, effective, and documented training program which provides all local, state and federally mandated training, if any, and which may include the following:

- Asbestos Hazard Emergency Response Act
- Auto Scrubbing
- Basic General Cleaning Procedures
- Basic Restroom Cleaning
- Blood-borne Pathogens
- Carpet Extraction, Vacuuming, Spot Removal
- Ceiling/Wall Washing
- Cleaning Standards
- Confined Spaces
- COVID-19
- Equipment Checks/Usage
- Fabric/Upholstery/Furniture Cleaning
- Handbook/Policy Review
- Hard Floor Care
- Hazardous Substances
- Infection Control
- Ladder/Lift Safety
- Lock-out/Tag-out Procedures
- Material Safety Data Sheets
- Methicillin-resistant Staphylococcus Aureus (MSRA) Sanitizing
- Mopping (Dust, Damp/Wet)
- Personal Grooming
- Safety

Sexual Harassment and Discrimination
Slips/Trips/Falls
Window/Blind Cleaning

Upon the School District's request, the Proposer shall show proof that it has provided training as required by law and the Contract and will provide to the School District a copy of its safety program.

VI. OTHER CONSIDERATIONS/SERVICES.

6.1 Asbestos. The School District's facilities may include asbestos containing building materials. Some of the most common locations for such materials include old floor tile, old HVAC pipe wrap, old ceiling tile, and old glue holding chalkboards to classroom walls. Each facility has, and the School District's designee has, a copy of the School District's asbestos management plan for each school. These are available for public inspection. All of the Proposer's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the facilities to which they are assigned. Some of the asbestos management restrictions are as follows: (a) do not disturb or remove asbestos wrapped pipes, (b) do not grind or remove asbestos containing floor tile, (c) do not disturb asbestos-containing ceiling tile, (d) do not remove chalkboards without the prior approval of authorized School District administration, and (e) do not disturb any other areas known (or reasonably known) to have asbestos.

6.2 Alarm Codes. If the School District uses alarm codes, the School District shall provide each of the Proposer's employees with an alarm code for each facility to which they are assigned. A security code list shall be issued to the Proposer's on-site supervisor/management personnel. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Proposer to new employees. The Proposer shall immediately notify the School District of the reassignment or termination of any employee who had been assigned an alarm code.

6.3 Facility Opening and Closing. Exterior doors are to be unlocked and locked at the times specified by the School District's designee. The Proposer is responsible for the security of the facilities during cleaning operations. The Proposer shall secure each respective facility at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be re-locked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use.

6.4 Emergencies.

6.4.1 The Proposer must provide the School District's designee with an emergency contact person and telephone number.

6.4.2 The Proposer shall respond to emergency requests, such as for water cleanup due to rain, plumbing failure, or accidents, 24 hours per day, 7 days per week, 365 days per year. This service will be included within the Proposer's base bid, unless specifically identified otherwise and an alternate and additional price is provided on the proposal form.

6.5 Keys. The School District will supply keys to the relevant facilities. All keys will be issued to, and must be signed out by, the Proposer's management personnel. The School District will provide an appropriate number of keys, and at no time shall keys be copied, lent to another, left in custodial closets/carts, or otherwise outside of the possession of the applicable employee. If additional keys are required, a request shall be made for same to the School District's designee. Lost or stolen keys must be reported within 24 hours of discovery of the loss, and will be replaced upon payment of a reasonable fee. If the School District deems it necessary to re-key any locks due to inadequate control/management of keys, the cost will be deducted from payments due to the Proposer. The School District reserves the right to inventory the Proposer's keys at any time. All keys shall be returned upon termination of services, and applicable keys shall be returned upon termination of an individual's employment.

6.6 Quality Control/Inspections. The Proposer's on-site/working supervisor, the School District's designee and other personnel as deemed appropriate by the School District's designee will perform periodic inspections of each facility, including cleaning, storage, and office areas, with or without notice, to: (1) ensure tasks are properly completed and that facilities have a neat and professional appearance, and (2) ensure that the quality of Custodial Services is satisfactory and meets the highest standards and accepted practices of the industry. An inspection of all facilities will be conducted prior to the start of each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year. This requirement is not intended to limit the Proposer's responsibility to inspect or control its own work, nor does it limit the School District's right to inspect any facility at any time. Prior notification of inspections may or may not be furnished to the Proposer. The Proposer will be granted a reasonable time to correct the deficiencies. When the School District's designee deems it necessary to correct unsatisfactory performance in order to maintain a clean and safe environment, it shall be permitted to do so and all associated costs incurred by the School District will be deducted from payments due Proposer.

6.7 Manufacturer's Recommendations. The Proposer shall ensure that all applicable equipment-manufacturer's recommendations for usage and maintenance are followed. The Proposer shall also ensure compliance with manufacturer's recommendations for usage of chemicals, materials and supplies.

6.8 Price Reductions. The School District reserves the right to reduce the frequency and/or scope of work if it determines, in its sole discretion, that such increase or reduction is financially necessary or advisable. If the School District increases or reduces the scope of

custodial services during the applicable term, the price shall be proportionately adjusted. In submitting its proposal, the Proposer acknowledges the possibility of such a work reduction.

6.9 Record-Keeping Requirements.

6.9.1 Prior to bringing any new chemicals onsite, the Proposer shall comply with all applicable Right-to-Know requirements and must provide a copy of the relevant Material Safety Data Sheet(s) ("MSDS") to the School District's designee. The Proposer shall keep a complete set of all MSDS for all chemicals used in each facility.

6.9.2 The Proposer shall maintain a procedures manual in each School District building, which is indexed and contains building-specific information about: (a) the Proposer's standard practices and procedures, (b) daily routines and schedules for employees assigned to the building, (c) emergency and safety procedures, (d) a list of equipment maintained in the building, (e) maintenance and user manuals for all custodial equipment, (f) a list of employees assigned to the building, and (g) standard cleaning procedures.

6.9.3 The Proposer shall report, in writing, any damage that occurs during the performance of Proposer's services or that is caused by one or more of the Proposer's employees. The Proposer shall inform the School District's designee of any acts of vandalism, attempts at forced entry, and any items that need repair discovered during the performance of services.

6.10 Conservation.

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

6.10.2 The Proposer shall employ all reasonable measures to reduce and prevent waste. The Proposer shall provide a copy of any applicable "green cleaning" program that it will (or may) utilize for performing services for the School District.

6.10.3 The Proposer shall participate in any existing and/or future recycling programs established by the School District.

6.10.4 The Proposer shall dispose of trash in all appropriate receptacles.

6.11 Lost and Found. All lost and found articles recovered by Proposer's employees shall be immediately turned in to the designated lost and found area of each building or, in the absence of same, to the School District's designee.

6.12 School Calendar. A School District calendar may be received upon written request to the contact person and address identified above. The Proposer will be held to know and to comply with the School District calendar, which may include such information as days of student instruction and curricular/extracurricular events.

6.13 List Services. The list of Custodial Services to be provided in addition to those identified herein can be found in **Attachment E**.

Attachments to RFP: Attachment A – Familial Disclosure Form
Attachment B – Iran Economic Sanctions Act Certification
Attachment C – Proposal Form
Attachment D – Form of Contract
Attachment E – List of Custodial Services and Frequency Chart

Attachment A

Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:
- President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of _____ [insert name of contractor], a bidder for Custodial Services for Kingsley Area Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the Custodial Services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 20__

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

Attachment B

Iran Economic Sanctions Act Certification

I am the _____ (title) of _____ (bidder), or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of Custodial Services to Kingsley Area Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C

Proposal Form

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Pricing Terms:

Base Bid: \$ _____

Required Alternate No. 1: (plus/minus) \$ _____

Required Alternate No. 2: (plus/minus) \$ _____

Required Alternate No. 3: (plus/minus) \$ _____

Optional Alternates:

Please check one: Proposer [___ has / ___ has not] requested, received and reviewed all clarifications and addenda applicable to this RFP.

Attachment D

Form of Contract

AGREEMENT FOR CUSTODIAL SERVICES

This Custodial Services Agreement (“Services Agreement” or “Agreement”) made this ____ day of _____, 2023 (“Effective Date”), by and between Kingsley Area Schools, a Michigan general powers school district, organized and operating pursuant to the terms of the Revised School Code, whose address is 402 Fenton Street, Kingsley, Michigan 49649 (“School District” or “District”) and _____, a Michigan _____, whose address is _____ (“Contractor”).

RECITALS

WHEREAS, the District is organized and operated under the Michigan Revised School Code and has the powers, authority and duties established therein, specifically including the authority to engage independent contractors to carry out its powers; and

WHEREAS, the District is engaged in providing public educational services and programs and desires to engage Contractor to provide custodial services in connection with the District’s educational programming and service delivery; and

WHEREAS, Contractor has the expertise, training, capacity and qualifications to perform the services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. SERVICES GENERALLY.

1.1 The Parties acknowledge and agree that the request for proposal and proposal for custodial services dated February 2, 2024 (collectively, the “Proposal”), including all addenda and official written responses to questions thereto, are incorporated by reference. In the event of a conflict between or among this document and the Proposal, the provision that provides the School District with the greatest quality or quantity of service, as determined in the School District’s sole discretion, shall govern. Unless otherwise stated, subsequent references to the “Contract” shall include this document together with the Proposal.

1.2 Contractor shall, during the term of the Contract, furnish all labor, management, supplies, equipment, supervision, and necessary insurances required to provide School District custodial services described in the Proposal and in accordance with this Contract. A non-exhaustive description of required services, schedules, and service levels is set forth in the Proposal. Contractor acknowledges that the School District’s need for custodial services is comprehensive and complex and

that every aspect of such services may not be detailed in this Contract. Therefore, it is understood that, in addition to the listed services in the Proposal, all tasks incidental to required functions not specifically listed but normally included in general practices related to custodial services will be provided.

1.2.1 As requested by the School District, in writing, Contractor shall provide other custodial services outside the services to be performed under the Proposal or this Contract when such services do not conflict with regular service obligations (“Additional Services”). The cost for Additional Services, if any, shall be based on hourly rates mutually agreed upon, in writing, by the Parties prior to the performance of such services.

1.2.2 Contractor shall not be compensated for services outside the scope of services set forth above unless, prior to the commencement of such services: (1) Contractor notifies the School District and the School District agrees that such services are outside the scope of services to be performed; (2) Contractor estimates the additional compensation required for the Additional Services; and (3) the School District, after receiving the notice, approves the Additional Services and amount of compensation in writing.

1.2.3 Should the District decide to utilize the services of Contractor through an attrition schedule, Contractor will provide staffing on an as needed basis. The timing and nature of the staffing requirements shall be in accordance with the service levels, staffing requirements, and needs of the School District identified in the Proposal or otherwise as contained in a mutual agreement between Contractor and the School District.

1.3 Notwithstanding Section 1.2, the School District is not at any time obligated to request other services from the Contractor, nor to pay for services not received. The School District expressly retains the right to contract separately with other vendors or entities for any services not substantially interfering with the Contractor's performance of this Contract.

1.4 In the performance of services under this Contract, Contractor (its agents, contractors, and employees) shall be regarded at all times as performing services as independent contractors of the School District. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and the School District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Contract. The Contractor shall be responsible for the selection, evaluation, training, compensation, and retention of employees, including all necessary management and clerical personnel.

1.4.1 Contractor shall be regarded, designated, and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide services under this Contract. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing, and otherwise regulating the employment conditions, employment rights, compensation, and other similar matters relative to all

individuals whom Contractor utilizes in connection with providing services under this Contract.

1.4.2 Contractor shall pay all salaries, wages, benefits, pension or retirement contributions, payroll, and other taxes to or on account of its employees or agents arising out of or resulting from services performed under the terms of this Contract. The School District shall not be liable for the payment of any such salaries, wages, benefits, pension or retirement contributions, payroll, or taxes thereon for or on behalf of any Contractor employee or agent. Contractor employees and agents are not entitled to receive any compensation, benefits or other amenities in any form from the School District, including, but not limited to, mileage, conference fees, and other expenses.

1.4.3 Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions, and payments to the appropriate federal, state, and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Contract. Contractor acknowledges its legal duty to obtain and maintain Workers' Compensation and employer's liability insurance, which Contractor shall maintain, at a minimum, at the required statutory levels for the duration of this Contract. No part of Contractor's invoiced fees shall be subject to withholding by the School District for payment of any taxes, social security, pension, retirement, unemployment or workers' compensation insurance or any other similar tax obligations.

1.4.4 Contractor shall be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Contractor's engagement under this contract. Contractor agrees to defend, indemnify and hold the School District harmless from any and all such claims.

1.5 The Contractor's services shall include effective communication with the School District, including, but not limited to, the School District's administration, Board of Education and, as applicable, with parents, students, and the community.

1.6 To effectuate external cost savings for the School District, the Contractor shall, using its expertise as a custodial services professional, identify and implement any operational efficiencies that will lead to external cost reductions for the School District, such as utility costs.

1.7 Contractor shall immediately report to the School District any conditions in the buildings or grounds that may require repair (for example, dripping faucets, damaged walls, burned-out lights, damaged carpet, etc.), whether caused by Contractor's employees, acts of vandalism, or otherwise. Contractor shall, at its own cost, repair any damage to buildings, grounds, and/or equipment caused or permitted by the Contractor or its employees and return same to as good condition as before entering into this Contract, normal wear and tear excepted.

2. MANAGEMENT.

2.1 Contractor shall provide management staff to coordinate all Contractor functions, and the functions of Contractor's employees, on a daily basis. Contractor's management staff shall ensure that the School District's needs are smoothly and efficiently met.

2.2 Management staff shall be available for on-call emergencies or extraordinary events 24 hours a day, 7 days a week, and 365 days of the year and shall assign appropriate Contractor personnel to address such emergencies or extraordinary events.

2.3 Contractor's management staff shall advise the School District on routine organization and operational matters concerning the services, provided such consultation does not disrupt the Contractor's ability to perform the services described in the Contract.

3. OPERATIONS.

3.1 Contractor shall provide all custodial services necessary to meet the School District's needs as set forth in the Proposal or this Contract. Contractor shall notify the School District immediately of conditions which will affect the performance of the work under the Contract. In either case, the Contractor shall communicate how the affected work will be addressed to satisfy its obligations or rescheduled, if acceptable to the School District.

3.2 Contractor shall maintain the standard of cleanliness specified in the Proposal and provide sufficient personnel to ensure that the requirements in the Proposal are met and that each facility is effectively cleaned and all other duties are performed in accordance with this Contract.

3.3 Contractor shall cooperate with the School District to maintain good public relations with the community and news media so that any pertinent items or issues affecting the custodial program can be brought to the attention of the public. Such service may include participation in one or more meetings prior to the beginning of each academic year to review services, expectations, limitations, and regulations.

4. CONTRACTOR REQUIREMENTS.

4.1 Contractor shall provide an adequate staff of experienced personnel, capable of, and devoted to, the successful accomplishment of the services to be performed under this Contract. The Contractor shall perform the services set forth in this Contract and the Proposal using modern methods and techniques.

4.2 The Parties acknowledge that the School District is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may access its facilities. Accordingly, the School District may request, subject to the Contractor's rights as an employer, that the Contractor prohibit a Contractor employee that the School District believes jeopardizes the reputation or public safety of the School District and its facilities from entering said facilities. Such prohibition will in no way affect the right of Contractor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

4.3 During the course of the Contract, a meeting may be called at any time by the Contractor or the School District to review the quality of the services provided or any other issue that may arise.

4.4 Contractor must comply with all applicable School District policies and law. Contractor recognizes that its employees will perform in safety-sensitive positions. Contractor shall institute a drug and alcohol policy, and provide appropriate training and safeguards, consistent with the safety-sensitive positions to ensure the safety of the School District's students, staff, visitors, and facilities. Contractor's employees shall present themselves in an appropriate manner and attire consistent with a school environment. Contractor's employees shall be appropriately qualified and trained, and possess the requisite certifications or licenses for applicable activities, to perform services under this Contract. Contractor shall maintain a list of employees assigned to each facility, updated as employees are hired or terminated, and maintain daily attendance records, including "log in" and "log out" times for all non-supervisory employees, to enable the School District to identify which staff is in a facility at any particular time. The Contractor shall provide at least 48 hours' notice before new employees are placed in any School District facility. The School District reserves the right to perform any independent background checks on Contractor's employees, consistent with applicable laws. The Parties recognize that said procedures exist to enable the School District to control access to its facilities, protect its students, and track any incidents which may occur within its facilities. It is the Parties' intent that the exercise of said procedures does not constitute, and should not be interpreted as, the School District's exercise of any control or employer functions related to Contractor's employees.

At no time shall the Contractor's personnel do any of the following: (a) allow custodial closets to be open and unattended, (b) congregate or have food/drink in unauthorized areas, (c) copy, distribute or loan any key to School District facilities, (d) disturb papers on desks, open drawers or cabinets, or use or tamper with personal property owned by the School District, its students, or its employees, (e) leave custodial products and/or equipment unattended, (f) leave custodial carts or equipment unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons), (g) leave lights on or doors open in unattended sections, (h) play radios, or other similar devices, at a volume that is audible in other areas of the building, (i) use any School District equipment or furnishings (e.g., telephones, computers, copiers, TVs, VCRs) that are not required to perform duties as detailed in this Contract or applicable RFP, (j) smoke or use any tobacco products on School District property in violation of State law, (k) use or remove any School District owned equipment or supplies outside of the School District's facilities, (l) allow visitors, spouses, or children of the employees to be 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, or (m) consume food or beverages while on duty (scheduled breaks in designated areas may be used for meal purposes).

4.5 In order to allow the District to control access to its facilities, and ensure the safety of its students, all of Contractor's employees performing services pursuant to this Contract are required to wear a clearly readable identification badge on the front of the uniform shirt (above the waist and preferably on a breast pocket) as well as any legally required personal protective equipment. In the event Contractor fails, neglects, or refuses to conform to the above requirements, the Contract may be subject to immediate termination by the School District.

4.6 The Contractor hereby agrees to comply with all federal, state, and municipal equal opportunity and anti-discrimination guidelines and regulations, and covenants that neither the Contractor nor any subcontractors will discriminate against an employee or applicant for employment, student, District employee, or District guest, with respect to any actions, including, but not limited to, hire, conditions, or privileges of employment, or in a manner directly or indirectly related to employment or education, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability. Failure on the part of the successful Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for the School District to revoke and otherwise terminate the contract and all obligations of the School District thereunder.

4.7 To enable the School District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Contractor: (1) shall promptly notify the School District in writing of the identity of any individual employed or assigned by Contractor to perform services at the School District that is a retirant from the Michigan Public School Employees Retirement System (MPSERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Contract, as necessary for the School District to report on a schedule and in such manner as may be determined from time to time by MPSERS. MCL 38.1342(6).

4.8 Contractor shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Contract. These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of services by employees or agents of Contractor in connection with this Contract. All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor.

5. TRAINING REQUIREMENTS.

5.1 Contractor agrees that a formal training program, with regularly scheduled sessions, individual tests for competency, and training records, is a necessary ingredient in the effective delivery of services. The Contractor shall have an on-going, effective, and documented training program which provides all local, state, and federally mandated training, if any, and which may include the following:

- Asbestos Hazard Emergency Response Act
- Auto Scrubbing
- Basic General Cleaning Procedures
- Basic Restroom Cleaning
- Blood-borne Pathogens
- Carpet Extraction, Vacuuming, Spot Removal
- Ceiling/Wall Washing
- Cleaning Standards
- Confined Spaces
- COVID-19
- Equipment Checks/Usage
- Fabric/Upholstery/Furniture Cleaning
- Handbook/Policy Review
- Hard Floor Care
- Hazardous Substances
- Infection Control
- Ladder/Lift Safety
- Lock-out/Tag-out Procedures
- Material Safety Data Sheets
- Methicillin-resistant *Staphylococcus Aureus* (MSRA) Sanitizing
- Mopping (Dust, Damp/Wet)
- Personal Grooming
- Safety
- Sexual Harassment and Discrimination
- Slips/Trips/Falls
- Window/Blind Cleaning

Upon the School District's request, Contractor will show proof that it has provided training and safety programs as required by law and this Contract. The Contractor's training and safety programs shall be proactive and shall comply with all School District safety rules applicable to custodial services.

6. SUPPLIES, MATERIALS, AND EQUIPMENT.

6.1 Contractor shall provide all tools and other necessary equipment to perform its obligations under this Contract and the tasks designated for Contractor's employees. The Parties

recognize that some equipment may be specific to the District or the work space in which a Contractor's employee is performing his or her duties. This may include, but is not limited to, office space, custodial closets, desks, computers, and equipment necessary to accomplish the agreed upon services. The Parties recognize that it may be impossible to put a value on the short term use of said items, for example the short time use of a desk or PC. In consideration for this use, Contractor will pay one dollar (\$1.00) annually for the use of the District's resources.

6.2 Once obtained, Contractor shall be responsible for all supplies, materials, and equipment related to its performance of services, including, but not limited to, the storage and proper use of same. The School District shall provide a designated area where the Contractor's supplies, materials and equipment may be stored. Equipment shall be maintained in such a manner to ensure the frequencies of the specification are maintained, and the quality is not compromised due to equipment neglect, failure or absence. The School District shall have no responsibility for any theft, disappearance, or misappropriation of any equipment, supplies, or property of the Contractor. Contractor's supplies and equipment shall comply with all applicable laws.

7. OTHER CONSIDERATIONS AND SERVICES.

7.1 Asbestos. The School District's facilities may include asbestos containing building materials. Some of the most common locations for such materials include old floor tile, old HVAC pipe wrap, old ceiling tile, and old glue holding chalkboards to classroom walls. Each facility has, and the School District's designee has, a copy of the School District's asbestos management plan for each school, which are available for public inspection. Contractor's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the facilities to which they are assigned. Some of the asbestos management restrictions are as follows: (a) do not disturb or remove asbestos wrapped pipes, (b) do not grind or remove asbestos-containing floor tile, (c) do not disturb asbestos-containing ceiling tile, (d) do not remove chalkboards without the prior approval of authorized School District administration, and (e) do not disturb any other areas known (or reasonably known) to have asbestos.

7.1.1 It is Contractor's responsibility to comply with the Michigan Right to Know/Hazardous Material Law and shall provide the School District the following information: (a) Material Safety Data Sheets (MSDS) on all chemicals that the Contractor provides and uses in the School District's buildings, (b) an inventory of the types of chemicals used, their purpose, and their location in the building, and (c) all cleaning material containers must be properly labeled. The parties acknowledge that Contractor may provide (or request) MSDS through its product vendor, rather than directly.

7.2 Alarm Codes. If and when the School District implements an alarm system, Contractor's employees will be provided with an alarm code for each facility to which they are assigned, and a security code list will be issued to Contractor's Management Staff. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be

forwarded by the Contractor to new employees. The Contractor shall immediately notify the School District of the reassignment or termination of any employee who had been assigned an alarm code.

7.3 Facility Opening and Closing. The Contractor is responsible for the security of applicable facilities during cleaning operations. The Contractor shall secure each respective facility at the end of each shift and set any alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be re-locked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use. Exterior doors are to be unlocked and locked at the times specified by the School District's designee.

7.4 Emergencies. The Contractor shall provide the School District's designee with contact information for management staff or other emergency contact person and shall promptly respond to emergency requests (e.g., water cleanup due to rain, plumbing failure, or accidents) 24 hours per day, 7 days per week, 365 days per year. The Contractor shall utilize a cell phone system, radio system, or other acceptable communication system to stay in contact with personnel working at the School District's facilities.

7.5 Keys. The School District will supply an appropriate number of keys to the relevant facilities, which shall be issued to, and must be signed out by, the Contractor's management staff. At no time shall keys be copied, lent to another, left in custodial closets/carts, or otherwise outside of the possession of the applicable employee. If additional keys are required, a request shall be made for same to the School District's designee. Lost or stolen keys must be reported within 24 hours of discovery of the loss and will be replaced upon payment of a reasonable fee. If the School District deems it necessary to re-key any locks due to inadequate control/management of keys, the cost will be deducted from payments due to the Contractor. The School District reserves the right to inventory the Contractor's keys at any time. All keys shall be returned upon termination of the Contract, and applicable keys shall be returned upon termination of an individual's employment.

7.6 Quality Control/Inspections. The Contractor is responsible for inspecting and ensuring conformance with specifications in the Proposal and, at the School District's request, shall submit weekly inspection reports to the School District detailing compliance with specifications. Inspections may also be made by School District personnel at any time, with or without notice. Further, an inspection of all facilities will be conducted prior to the start of each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year.

Should the Contractor fail to correct identified deficiencies within a reasonable amount of time (not to exceed 24 hours for daily, weekly, or monthly duties, and not to exceed 48 hours for quarterly, semi-annual, or annual duties), the Contractor may be considered in default of the Contract, and the School District may take one or all of the following actions: (a) correct the deficiency and deduct the actual cost of same from the Contractor's invoice(s), (b) procure service for the correction of the

deficiency from other sources and deduct the actual cost of same from the Contractor's monthly billing, or (c) terminate the contract.

7.7 Manufacturer's Recommendations. For the safety of School District students, staff, guests, and facilities, the Contractor shall ensure that manufacturer recommendations are followed at all times, including, but not necessarily limited to, with respect to the usage and maintenance of equipment and the usage of chemicals, materials and supplies.

7.8 Price Reductions. The School District reserves the right to adjust the frequency and/or scope of work if it determines, in its sole discretion, that such adjustment is financially necessary, appropriate to facility use, or otherwise advisable. If the School District reduces or increases the frequency or scope of work during the term of the Contract, the Contract price shall be correspondingly adjusted based on the reduction or increase of full-time equivalent Employees from or to the Contractor's base bid.

7.9 Prior to bringing any new chemicals onsite, the Contractor must provide a copy of the relevant Material Safety Data Sheet(s) ("MSDS") to the School District's designee. The Contractor shall keep a complete set of all MSDS for all chemicals used in each facility.

7.10 Conservation

7.10.1 Every reasonable effort shall be made by Contractor to conserve energy whenever possible throughout the performance of services, including, as examples, only areas in use shall have lights on, and doors and windows shall remain closed whenever the heating or cooling systems are operating.

7.10.2 The Contractor shall employ all reasonable measures to reduce and prevent waste, including, but not limited to, participating in any existing and/or future recycling programs established by the School District.

7.11 Lost and Found. All lost and found articles recovered by Contractor's employees shall be immediately turned in to the designated lost and found area of each building or, in the absence of same, to the School District's designee.

8. TERM AND TERMINATION

8.1 Unless the School District terminates this Contract in accordance with Section 8.2, the term of this Contract shall commence on July 1, 2024 and end on June 30, 2024.

8.2 The Contract may be terminated upon thirty (30) days' written notice from the School District with or without cause and without incurring any penalty, expense or liability to the Contractor

except the obligation to pay for services actually and properly performed pursuant to the Contract before the date of termination.

8.3 Notwithstanding the preceding section, the School District may terminate the Contract immediately if: (a) Contractor breaches any of its material duties or obligations under the Contract or Contract Documents, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by the School District; (b) Contractor poses a serious or imminent threat to the health and safety of any person; (c) Contractor's actions pose a serious or imminent loss to any real or tangible personal property; (d) Contractor is insolvent, bankrupt, or otherwise going out of business; and/or (e) the State of Michigan's funding levels and related formulas are materially reduced beyond those levels established for the immediately prior fiscal year for the School District.

8.4 Regardless of the basis for cancellation, the School District shall not be obligated to pay Contractor for any incidental or consequential damages, lost profits, or costs incurred for services not actually performed.

9. INVOICING AND PAYMENT TERMS

9.1 For the services described herein, Contractor shall be paid a flat fee at a monthly rate to be calculated in alignment with the yearly pricing as bid. For Year 1, the flat fee is based on the rate of \$_____ per year and will be billed at a rate of \$_____ per month. Contractor shall invoice the School District no more frequently than monthly, on the last business day of the month, to the School District employee acting in the capacity of school business official, or his or her designee, at the School District's business office.

9.2 Invoices for approved Additional Services, if any, shall include the date and times the Additional Services were completed, the name of the facility, the type of Additional Services performed and the number of hours worked. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice.

9.3 The School District shall pay undisputed amounts in each invoice within thirty (30) days of receipt of the invoice. The School District will issue no more than one payment per month. 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. The School District will not be assessed any late payment penalties, fines, or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

10. INSURANCE AND INDEMNIFICATION.

10.1 Contractor shall purchase and maintain for the life of the Contract insurance with limits of liability as required by law or as set forth below, whichever is greater.

Workers Compensation and Employers Liability Insurance
Coverage A – Statutory
Coverage B – \$500,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions)

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$2,000,000
Fire/Legal	\$2,000,000
Sexual Molestation	\$2,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles) \$2,000,000 Combined Single Limit

Bodily:	\$1,000,000 each Person
	\$1,000,000 each Occurrence
	\$2,000,000 Annual Aggregate

Property Damage:	\$1,000,000 each Occurrence
	\$2,000,000 Annual Aggregate

Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. All applicable insurances shall name as additional insureds the School District and its elected and appointed officials, employees, and volunteers. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract and not less than thirty (30) days before services are required to begin under the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District and shall include a minimum of thirty (30) days notification to certificate holders of cancellation, nonrenewal, reduction or change in the policy.

10.2 The Contractor shall obtain and maintain during the term of this Contract such other insurance coverage reasonably required and satisfactory to the School District, including with respect to coverage limits and deductibles.

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

10.4 Environmental Indemnification. The 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 property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract, the Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors, and assignees from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs, and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result from operations or services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state, and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.) ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter (airborne or otherwise), chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos,

PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid, or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

11. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

11.1 Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, the School District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor under this Contract to regularly and continuously work in any of the School District's facilities or at program sites where the School District delivers educational programs and services.

Contractor agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Contract where such individuals would regularly and continuously work in the School District's facilities or program sites if such person has been convicted of any of the following offenses:

- A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380,1539b; or
- C. Any felony. Provided, that with prior written approval of the Superintendent of the School District and of its Board of Education, an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Contract at the School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the School District, that individual's presence will not pose a danger to the safety or security of the School District students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
- E. Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of the School District, create a potential risk to the safety and security of students serviced by the School District or to employees of the School District.

The School District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the School District's judgment, unfitness to perform services under this Agreement due to the risk posed by the individual to the safety

and security of the District's students, staff, guests, and facilities. The District's right of refusal shall have no effect on the employment status between Contractor and its employee or agent. Further, Contractor retains the sole right to reassign, hire, fire, discipline, or discharge the employee or agents in service to the District. The District's exercise of its rights shall not impact Contractor's decision related to its employees and shall relate solely to the exercise of control over its facilities. Upon request of Contractor, and on the condition that Contractor's agent or employee has given written consent, the School District will provide to Contractor a copy of the criminal history check and criminal records check pertaining to the employee or agent of Contractor giving such written consent, pursuant to the authorization set forth in Sections 1230(10) and 1230a(8) of the Revised School Code.

The parties agree that the School District shall not be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Contract and which are accomplished in order to comply with Sections 1230 and 1230a of the Revised School Code with respect to Contractor's employees and agents.

11.2 The Contractor further represents and warrants that it will at all times during the term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but limited not to, reporting to the School District within three (3) business days of when it, or any of its agents, employees or representatives who will be on School District premises to carry out the services contemplated by 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, plead guilty or plead 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, and expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

11.3 Violation of the above by Contractor or a subcontractor shall be the basis for immediate termination of the Agreement. Contractor shall require language similar to the above in all agreements with subcontractors and/or consultants who will be assigning personnel to work regularly and continuously on the School District's property.

12. PERMITS, LICENSES AND COMPLIANCE WITH LAWS

12.1 The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under this Contract. The

Contractor, including its employees, agents and permitted subcontractors, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools, in School District-owned vehicles, at School District events, and on School District properties, including for example, the prohibitions of sexual harassment, alcohol, and smoking, and shall comply with all such policies. Without limiting the breadth of any other indemnification provision of this Contract, the Contractor shall indemnify, defend, and hold the School District harmless from and against any liabilities, claims, causes of action, costs, and damages including, without limitation, the payment of School District's actual attorneys' fees from its failure to comply with applicable laws, rules, regulations, ordinances, or policies.

12.2 The Contractor, its employees, and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state, and local laws.

12.3 All 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, but not limited to, OSHA and MIOSHA.

12.4 The Contractor shall comply with all laws and all published rules, regulations, reporting requirements, directives, and orders of the Michigan Civil Rights Commission relevant to 1976 PA 453, as amended.

12.5 The Contractor will not discriminate against any individual because of race, religion, color, national origin, age, sex, gender, height, weight, marital or family status, or any protected status as recognized by law. The Contractor will take affirmative action to ensure that applicants for employment and employees during employment are treated without regard to their race, religion, color, national origin, age, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment advertising, solicitations or advertisements for employees, layoff or termination, rates or pay or other forms of compensation, and selection for training and apprenticeship.

12.6 The Contractor and its employees and agents agree to comply with the requirements of the Family Education Rights and Privacy Act (FERPA), 20 USC § 1232g with respect to the confidentiality of education records and personally identifiable student information, including but not limited to the requirement not to disclose any education record or personally identifiable student information to any other party without the prior written consent of the student's parent or legal guardian or from an eligible student who has reached majority age.

13. FORCE MAJEURE

If the performance by either Party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, or other labor difficulties (except for strikes or other labor difficulties involving employees, agents or permitted subcontractors of the Contractor), 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.

14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

15. TAXES

The Contractor is responsible for sales taxes and other applicable taxes related to the services provided under this Contract. The parties acknowledge that the School District is a tax-exempt entity.

16. ASSIGNMENT AND SUBCONTRACTING

This Contract shall not be assigned, or subcontracted, in whole, or in part, without the prior written consent of the School District, but in no case shall such consent change the terms of the Contract.

17. NOTICES

Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective upon three (3) days after deposit in the U.S. Mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

18. SEVERABILITY

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

19. NO WAIVER

No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time

performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.

20. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. ENTIRE CONTRACT

This instrument contains the entire Contract entered into between the Parties hereto, and its terms may not be modified except in writing signed by the Contractor and School District. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the School District and the Contractor.

22. NO THIRD PARTY BENEFICIARIES

This Contract is enforceable only by the Parties. No other person may enforce any of the terms contained in this Agreement, nor is the Agreement intended to confer third party beneficiary status on any third party.

23. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing contained in this Contract is intended to, nor shall it, waive School District's defense of governmental immunity.

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

Dated: _____
By: _____
Its: _____

_____,
a _____

Dated: _____
By: _____
Joshua T. Rothwell
Its: Superintendent of Schools

Attachment E

List of Custodial Services

This Attachment E is not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the School District so that the facilities are cleaned and maintained as necessary for the School District’s educational mission, operations, and expectations. Contractor shall perform the following tasks and duties at the frequencies set forth herein.

(It is acknowledged that the School District’s services may be further described and that the Proposer is expected to perform any reasonably modified list of services. In no event shall services received by the School District be of lesser quality or frequency than that currently provided. A Proposer may seek clarification of those standards pursuant to the processes set forth in this RFP.)

Note: On days where snow removal is a priority, or days when school is not in-person, these tasks may be modified as set forth in the Contract to meet the needs of the School District.

Specifications

	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Exterior Areas							
Empty trash bins around facilities & replace liner	X			X			
Empty trash bins by entrances after school is dismissed & replace liner	X						
Change bulbs and replace ballast on exterior light poles under 10’ as needed				X			
Pick up debris within property (courtyards), on grounds of facility, and parking lots daily	X						
First floor exterior windows complete clean						X	X
	During School Year				Winter	Spring	Summer
Common Areas, Halls, Gyms	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Lock entrances 30 minutes after school ends for the day, or when requested after an event	X						

Check and secure entry doors after each shift	X						
Remove trash and replace liner	X						
Sweep/dust mop all halls, gym, lobbies	X						
Vacuum carpet in hall/lobbies	X						
Vacuum entrance mats	X						
Edge vacuum all carpet		X					
Spot mop for spills	X						
Run automatic floor scrubbers in gyms		X		X			
Extract mats in winter (daily as needed)	X			X			
Clean carpet stains as requested by a work order		X		X			
Complete mop or automatic scrubber in halls	X						
Mop all edges and coves	X	X					
Remove graffiti	X			X			
Deep clean carpets				X	X	X	X
Scrub/recoat tile, 2 coats approved finish, do not wax within 1 foot of walls, do not build up edges or wax baseboards				X	X	X	
Strip/wax tile, 4 coats approved finish				X	X	X	
Strip and refinish all gym floors w/ oil-based finish							
Dust ledges / lockers / trophy cases		X					
Spot hallway and entrance windows for prints, splashes, smears interior	X						
Wash windows interior, all floors	X			X			
Wash windows at entries	X						
Wash front doors	X						
Wash corridor (or as needed)		X		X			
Wash walls/blinds				X			

Wash all furniture and remove gum			X				
Wash all lockers, inside and out, remove tape				X			
	During School Year				Winter	Spring	Summer
Classrooms, Offices, Media Centers	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Remove trash and replace liner	X						
Sweep/dust mop	X						
Spot mop for spills	X						
Spot vacuum carpet visible debris, pick up all items too big for vacuum	X						
Check soap/paper towel stock	X						
Clean restrooms in classrooms	X						
Clean sinks, drinking fountains in rooms	X						
Complete vacuum carpet		X					
Clean desk tops, work stations (if desks/work surfaces encumbered by paper or projects, we will not disturb)		X					
Dust sills, book cases, counter blinds. High dusting – return vents and diffusers		X					
Clean daycare, pre-K, Kindergarten, and special ed rooms daily	X						
Daycare operates 12 months	X						
Empty pencil sharpeners	X						
Wipe chairs for spills	X						
Complete mop tile		X					

Remove graffiti	X						
Clean carpet stains (if worker order filled out, when requested)		X			X	X	
Deep clean carpets					X	X	X
Scrub/recoat tile, 2 coats approved finish, do not wax within 1 foot of walls, do not build up edges or wax baseboards							X
Strip/wax tile, 4 coats approved finish							X
Wash windows interior		X		X			
Wash walls/blinds, vacuum ceilings, grids, remove paper clips, strings, wall putty				X			
Wash all furniture & remove gum			X				
Wash light shields, inside and out				X			

	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Kitchens, Cafeterias, Multi Purpose							
Clean cafeteria areas, reline trash cans, wipe tables, sweep floors, spot mop	X						
Remove trash and replace liners	X						
Completely mop floors with degreaser	X						
Check soap/paper towel stock	X						
Wipe tables/chairs	X						
Straighten tables/chairs	X						
Clean carpet stains as needed				X			
Deep clean carpets				X	X	X	X

Strip/wax tile, 4 coats approved finish							X
Wash windows interior as needed		X		X	X	X	X

Restrooms, Locker Rooms	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Restock toilet paper, paper towel, feminine products, soap, etc. (Product to be provided by District)	X						
Remove trash and replace liners	X						
Clean and disinfect sinks, counters	X						
Clean mirrors and dispensers	X						
Clean and disinfect toilets and urinals	X						
Sweep and mop floors with disinfectant	X						
Clean splashes on walls/partitions	X						
Clean graffiti on walls, report to maintenance if graffiti remover ineffective	X						
Clean and disinfect showers	X						
Clean locker rooms	X				X	X	X
Spray down and deep clean restrooms		X			X	X	X
Clean spots or graffiti exterior of lockers	X						
Wipe down lockers exterior		X					
Wash walls, scrub floors			X		X	X	X
Wash interior/exterior lockers				X			X

During School Year

Special Services, Other	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Set up bleachers for games				X			
Clean restrooms, offices and corridors in the drivers' lounge		X			X	X	X
Clean concession areas, bleachers, restrooms at stadium for each scheduled sporting event				X	X	X	
Wash light shields, inside and out							
Room moves within the same school as needed				X			
Change light bulbs (bulbs/ladders provided by District), dispose of light bulbs in location and manner District outlines				X			
Set up and clean/locker after each school sponsored event use, includes weekends, year round				X			
Set up and clean/locker after each community or leased event use				X			
Provide contact liaison for events on 2-way communication				X			
On site supervision for all schools	X						
Weekly meetings with athletic department and high school/middle school principals for coordination/issues		X					
Twice/month meetings for all other sites for coordination/issues			2X	X			

Email communication available for all schools with professional follow up	X						
Two way communication with English-speaking staff member, all schools	X						
1st and 2nd shift biohazard clean ups, staff to be properly trained				X			
All staff must have annual PSOR (public sex offender registry screening)	X	X	X	X	X	X	
All staff must have annual state police criminal background checks with no felony or misdemeanor accepted, kept on file and available for District's audit	X	X	X	X	X	X	
All staff cleared in writing by the SS administration as having a valid SSN matching their I-9 identification, and able to work in the United States legally	X	X	X	X	X	X	