



Dr. Jennifer Green
Superintendent

24661 Lahser Road
Southfield, MI 48033

Request for Proposal Custodial and General Maintenance Services

Southfield Public Schools will accept emailed proposals for Custodial and General Maintenance Services as described within the following specifications. Due to COVID-19 restrictions all bidders are to submit bids electronically via email to the address noted below. If any bidder is unable to submit bids electronically, they should contact Marc Ingram, Chief Financial and Operating Officer at 248-846-7549 to make alternative arrangements.

Contractors are to submit one pdf document to:

Bids@southfieldk12.org: **“PROPOSAL: CUSTODIAL AND GENERAL MAINTENANCE SERVICES.”**

All Proposals must be received on or before **2:00 p.m. EDT Thursday, April 29, 2021** (the “Due Date”) at which time the Proposals will be aloud remotely via Google Meets <https://meet.google.com/mpz-ikrb-rpt?authuser=0&hs=122> or Join By Phone: (US) +1 413-893-0483 PIN: 375 858 996# at 2:15 p.m. Bids must be submitted on the official FORM provided. The Board reserves the right to reject any or all bids.

Proposals received after the Due Date will not be accepted or considered.

PROPOSAL FORMS

All Proposals **MUST** be submitted on the forms provided in this RFP. Also, all Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Southfield Public Schools. All Proposals must also include the executed form certifying the Contractor’s status as a non “Iran Linked Business” as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

Prebid meeting: There will be a **Virtual Pre-Bid meeting held at 2:00 p.m. EST, April 8, 2021**. Please click here to attend via Google Meets: <https://meet.google.com/aco-vewj-ywe?authuser=0&hs=122> or Join by Phone: (US) +1 573-349-8165 PIN: 604 880 365#

All bidding documents will be available online at <http://www.southfieldk12.org> and clicking on Departments/Purchasing/Request for Proposal.

A Mandatory walk- through of ALL schools/buildings will be conducted on Friday April 9, 2021 beginning at 8:30 a.m. Meet at the JWE Administration Building lobby, 24661 Lahser, Southfield MI 48033. All Contractors will be subject to a Health Screening Questionnaire before the walk-through.

Questions: Material questions will be answered in writing on the form of Addenda and posted on the Southfield Public School website www.southfieldk12.org. The deadline for questions and requests for clarification is 2:00 p.m. **April 19, 2021**. All questions to be written and emailed to martha.ritchie@southfieldk12.org.

Responses to questions after the pre-bid/building walk-through meeting will be made by addenda and posted on the District website. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the District.

Board of Education

Charles A. Hicks, President | Darrell B. Joyce, Vice President
Leslie L. Smith-Thomas, Secretary | Ashanti Bland, Treasurer
Talisha Rice, Trustee | Armani Johnson, Trustee | Yvette Ware-DeVaul, Trustee
248.746.8500 | www.southfieldk12.org

Bid Information

1. Purpose and Introduction

The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified contractor to provide custodial and general maintenance service for Southfield Public Schools.

This RFP includes the bid specifications for contracted custodial and general maintenance service. This RFP includes the instructions for submitting proposals and the criteria by which a bidder may be selected. The bid specifications shall serve as the contractual terms by which the District intends to govern the relationship between itself and the selected contractor. Definition of Parties: Southfield Public Schools will hereinafter be referred to as the "District". Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

2. Bid Submission

Southfield Public Schools will accept emailed proposals for Custodial and General Maintenance Services as described within the following specifications. Due to COVID-19 restrictions all bidders are to submit bids electronically via email to the address noted below. If any bidder is unable to submit bids electronically, they should contact Marc Ingram, Chief Financial and Operating Officer at 248-846-7549 to make alternative arrangements.

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PROPOSAL FORMS

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The Board of Education reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all irregularities, and to award the contract to other than the low bidder. In addition, the Board may award contracts to one or more firms.

3. Addenda

During the bidding period, bidders may be furnished written addenda to clarify or supplement the RFP. The information included in these addenda is to be included in the proposal and will become part of the contract. Failure of a bidder to acknowledge receipt of any or all addenda on the Addenda Receipt Acknowledgement Form may be sufficient cause for rejection of the bid.

All Addenda will be posted on the District website www.Southfieldk12.org, Click on Departments, Purchasing, RFP section. Bidders are responsible for checking this website prior to bid submission. Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive. The District will not be bound by oral responses to inquiries or written responses other than addenda.

4. Bid Award Criteria

The following non-prioritized criteria are some of the key criteria that will be considered in the evaluation of the proposals:

- Experience and past performance – Presented documentation of building cleaning and maintenance experience including at least five (5) years of experience of cleaning of a minimum of 500,000 square feet of facilities per day.
- Experience providing cleaning service in public and/or private school environments.
- Project manager/account supervisor's qualifications and experience.
- Project personnel - Adequacy of staff in size, availability, and experience.
- Bidder's attendance at pre-bid meeting and facilities walk-through.
- Corporate support.
- Cost control
- Full and proper completion of the bid forms.
- Guarantees – Any cost savings guarantees provided for by the proposal.
- Quality of the oral presentation to the applicable committee.
- Quantity and nature of exceptions to the bid specifications.
- Submission of required alternates.
- Training program – The education and training programs to be provided to staff.
- Performance as reported by references
- Any other information the District's proposal review team determines to be pertinent.
- First-hand walk-through evaluation of a current facility under contract with the Bidder (the finalist Bidders must provide Southfield Public Schools with a list of sites that, at our choosing, we can visit and walk through for performance evaluation).

Presentations will be requested of the bidders deemed by the District to be the best suited among those submitting proposals on the basis of the selection criteria. Determination of best suited candidates will be at the sole discretion of the District and the District's decision shall be final.

5. Bid Duration

All proposals must be irrevocable for one hundred and twenty (120) calendar days after the time and date of the bid opening.

6. Bid Errors/Omissions/Discrepancies

If there is a discrepancy between the unit price bid and the extension, the unit price shall govern. Bidders shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications. Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. The District does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of this RFP.

7. Bid Security

Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the base bid (excluding all alternates) for the first year of the contract made payable to Southfield Public Schools. This security is required as a guarantee that the bidder will do all of the following within fifteen (15) business days of the bid award:

- Furnish a satisfactory performance bond if required
- Provide required insurance documents

- Enter into a contract to provide the services specified in this RFP
- If the selected bidder fails to complete the requirements set forth in the previous paragraph, the bid security will be forfeited to Southfield Public Schools.

Certified checks from all bidders except the Contractor awarded the contract will be refunded within ten (10) business days after execution of the contract.

Companies with bid bond questions or seeking alternatives may contact Marc Ingram, Chief Financial and Operations Officer at marc.ingram@southfieldk12.org.

8. Performance Bond

The Contractor awarded the bid may be required to furnish the Owner with a satisfactory performance bond. The purpose of the performance bond requirement is to secure the faithful performance of the RFP/contract specifications and to financially protect the District against the cost to hire a different contractor to fulfill the contract requirements unfulfilled by the original contractor.

The cost for the performance bond shall be included as an "add alternate". This bond must be issued by a quality surety licensed to do business in the state of Michigan, and the cost shall be included in the required alternate. The cost quoted should be the first cost. If the District accepts this required alternate, the Contractor may bill the District a lump sum early in the contract period and with no price mark-up.

The bidder shall deliver the required performance bond to the District's designee within 10 days after award of this contract. The proposed bonding company of the bidder shall be acceptable to the District. The District shall be listed as an obligee on the bond.

9. Financial Background Information

Bidders to submit with their bid proposal financial information as shown below -- bidders need only supply one copy of the following with their proposals in "original".

Public Companies

- history and description of the company
- annual reports for the last three years
- published reports about the company

Private Companies

- history and description of the company
- financial statements or tax forms from the last three years
- published reports about the company, if any

10. Bid Withdrawal

Bidders may withdraw their bids, if they desire, any time before the bid opening date. Bids may not be withdrawn after the bid deadline, except with loss of the bid security.

11. Confidentiality of Bids/Proposals

The information contained in proposals submitted for the District's consideration will be held in confidence until the Board of Education approves the recommendation of award.

12. Conflict of Interest

Bidders shall provide full disclosure of all existing client relationships that currently or prospectively may rise to conflicts of interest and disqualification.

Bidders, by submitting a proposal, certify that it has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Southfield Public Schools.

13. Debarment

Submission of a signed proposal in response to this RFP is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

14. Exceptions to Bid Specifications

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the Bidder shall be enunciated by the Bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met. Each Bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder's proposal and accepted by the District as part of the award agreement and documented accordingly.

15. Questions on Bid Specifications

All questions should be in the form of e-mail addressed to Martha Ritchie, Martha.ritchie@southfieldk12.org. All questions must be received by **2:00PM EST APRIL, 19, 2021**.

16. Verbal Representations

Bids must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

Contract and General Conditions

1. Contract Administration

The Chief Financial and Operations Officer shall be the District's authorized representative in all matters pertaining to the administration of this contract. The District's designee may be changed at any time with appropriate written notice.

2. Contract Documents

The contract entered into by the parties shall include this RFP, the letter of introduction accompanying this RFP, the signed response/proposal forms submitted by the Contractor and all addenda issued.

The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any changes or modifications to this agreement must be in writing, signed by both parties and attached hereto.

3. Contract Term

It is the intent of the District to award a contract to one or more contractor(s) for the custodial and general maintenance of all buildings to begin on July 1, 2021 for a period of two (2) years with an option for the parties to extend by written mutual agreement the contract by up to three (3) additional years on a year-to-year basis subject to approval by the Southfield Public Schools Board of Education. Nothing requires the District to agree to extend the contract beyond the initial two-year term.

The Contractor is required to provide a two-year price guarantee.

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

4. Contract Termination

Southfield Public Schools may terminate this contract for cause on written notice to Contractor if: (1) Contractor breaches any of its material duties or obligations under the contract, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by Southfield Public Schools; (2) Contractor poses a serious or imminent threat to the health and safety of any person;(3) Contractor's actions pose a serious or imminent loss to any real or tangible personal property; (4) Contractor is insolvent, bankrupt, or otherwise going out of business.

Southfield Public Schools, on thirty (30) days written notice to the Contractor, may terminate this contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the contract before the date of termination.

Regardless of the basis for cancellation, Southfield Public Schools shall not be obligated to pay Contractor for any incidental or consequential damages, loss profits, or costs incurred for services not actually performed.

5. Dispute Resolution

In the event the awarded Contractor does not meet the requirements of this bid document and/or any of its related addendums, the following steps will be taken:

a. Within seven (7) calendar days of the violation, the contractor will be given, in writing, a letter stating the nature of the violation.

b. The Contractor will have seven (7) calendar days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved, and what steps are being taken to prevent this violation from occurring again.

c. If the Contractor has not resolved the violation or has repeated a similar past violation, the Southfield Public Schools reserves the right to terminate the contract by giving, in writing, thirty (30) days written notice of intent to do so. The contractor shall be liable for any difference in cost between agreed price and price paid to an alternate contractor, including expenses incurred to solicit other contractor.

6. Contract Validity

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

7. Entire Agreement

This Contract constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This Contract may not be modified except in writing signed by both parties.

8. Governing Law

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan. The Contractor agrees that any litigation, action or proceeding arising out of this contract shall be instituted in a state court located in the State of Michigan. The jurisdiction and venue for any suit brought against this agreement shall be in Oakland County.

9. Litigation

If either party to this contract initiates a lawsuit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs, and damages as part of any judgment entered in its favor.

10. Subcontracting and Assignment

The Contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his rights, title or interest therein without prior written approval of the District. The Contractor will not be permitted to subcontract any portion of the contract without prior written approval of the District. No subcontract will, in any case, relieve the Contractor of their responsibility under the contract. Written consent to subcontract, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

11. Independent Contractor

It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this contract and under no circumstances shall any of the employees of any party be deemed the employees of the other for any purpose.

The Contractor shall be wholly responsible for paying all taxes including but not limited to federal and state income taxes, FICA, FUTA, workers' compensation, unemployment and single business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall defend, indemnify and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest or penalties relating to the Contractor or his/her employees or agents, if any.

The Contractor shall acquire, worker's compensation insurance for himself/herself, his/her employees or agents, and shall defend, indemnify and hold harmless the District from and against any claim for worker's compensation brought by or on account of the Contractor or by any of its employees or agents.

The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or an agent of the District, and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

12. COMMUNICATION

Effective communication between the Contractor and the School District is necessary for effective delivery of the services across all Facilities. Accordingly, it will be necessary for the Contract Manager to maintain Regular and open communication with the School District Operations Team, as well as the Building Administrators. Furthermore, it is expected that at all times, it may be necessary for respective Facility Administrators to communicate emergency work orders/task to other Contractor employees or agents in order to maintain safety and operational function of all Facilities. The School District requires a cell phone system, a radio system or other acceptable communication system to be in place to contact personnel at all School District Facilities, which the Contractor shall procure and maintain at its sole cost and expense.

Emergency Contacts. The Contractor will be responsible to provide the School District with an emergency contact person and cellular telephone number for each Facility.

13. Insurance Requirements

The Contractor will provide the District with the required insurance certificates before the Contractor begins providing services and annually thereafter. These certificates of insurance shall be submitted to the District's designee.

Minimum Required Limits:		Minimum Limits
Commercial General Liability		
Fire Damage		\$100,000
Medical Expenses		\$10,000
Personal & Adv. Injury		
Each Occurrence		\$1,000,000
Aggregate		\$2,000,000
Products - Comp/Op Agg.		\$1,000,000
Property Damage		
Each Occurrence		\$1,000,000
Aggregate		\$2,000,000
Excess Liability (Umbrella)		
Each Occurrence		\$5,000,000
Aggregate		\$10,000,000
Fidelity/Employee Dishonesty Bond		\$50,000

To include both of the following:
Care, Custody & Control Coverage and Extended Property Damage

The certificates of such insurance shall carry an endorsement that states that the Contractor's insurance company will defend the owner (the Contractor) if the Contractor is named a defendant in litigation resulting from the activities of the Contractor or of any direct or indirect employee of the Contractor under the terms of this contract for injuries to property or persons.

The Contractor must also maintain Comprehensive Automobile Liability Insurance throughout the term of this agreement to cover owned automobiles; leased, hired or rented automobiles; employers' non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment owned and operated by the Contractor's employees. The following types of coverage must be maintained, and at least at the levels specified in the table that follows:

	Minimum Limits
Automobile Liability (Including Hired & Non-Owned)	
Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

The Contractor must also provide all of its employees working on this contract with workers' compensation insurance. The District will not be responsible for any job related injuries to the contractor's employees. Contractor will provide the District with proof of insurance with at least the following coverage limits:

	Minimum Limits
Coverage A Statutory	
Coverage B as follows:	
Each Accident	\$500,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$500,000

A 30-day cancellation clause is required on all insurance policies. If the Contractor receives notification that any of the required insurance will be cancelled, it must notify the District in writing at least 30 days before the cancellation is to become effective.

14. Billing/Payments

Billing

Cleaning and Maintenance services are to be billed in equal installments as agreed upon by both parties prior to signing of contract. Invoices must itemize charges of labor for each school and must reference a purchase order number. Invoices shall be submitted to Division of Operations, Attention: Felicia Venable, Director of Operations, Southfield Public Schools, 24661 Lahser Road, Southfield, MI, 48033. On a quarterly basis, the Contractor will be required to submit to the district copies of its Certified Payrolls by labor category and building/department.

Payment

Payment will be made after Contractor's submittal of a proper invoice. One check will be issued per month. Payments will be made on a net 30-day basis unless early payment discount terms are offered and accepted.

Extra Billing

Any work outside the scope of these specifications must be approved and assigned in advance by the District's designee. Invoices for additional work must include the Work Order Number, date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized District person who approved the work to be performed. They are to be sent directly to the established billing address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

15. Contractor Protection Clause

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

16. District's Designee

The District's designee referred to throughout this RFP shall refer to the Director of Operations or her/his designee. The District's Superintendent is authorized to modify this designation.

167. Gifts, Gratuities or Kickbacks

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders or the Contractor to District employees and their family members or the members of the Board of Education are prohibited.

18. Indemnification Requirements

The Contractor agrees to indemnify and hold harmless and defend the District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors, and agents from and against any and all claims, costs, expenses, damages, and liabilities including reasonable

attorney's fees, arising out of the (1) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees; (2) any breach of the terms of this Agreement by Contractor; or (3) any breach of any representation or warranty by Contractor under this Agreement. The District agrees to notify Contractor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement.

19. Equal Opportunity Employer Requirements

The Contractor must comply with all applicable federal and/or state Equal Opportunity Employer requirements in providing employment and promotion opportunities regardless of age, citizenship status, color, disability, gender, national origin, race, religion, or veteran's status.

The Contractor further agrees to provide reasonable accommodations, upon request, to qualified individuals with disabilities.

20. Prices

The prices proposed by the Contractor shall include all charges for labor, insurance, taxes, overhead, profit, and other applicable costs.

The District may periodically request the Contractor to perform work that is not specified in this contract. Any such work will be classified as extra work and will be billed according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be pre-approved in writing by the District's Designee.

Price Reductions

If the District closes a building during the term of this contract the contract will be reduced by the amount bid on the Official Bid Form.

If the District reduces the scope of the work by more than 30,000 square feet district-wide during the contract period, the contract price shall be reduced proportionally. Additionally, the District reserves the right to negotiate reductions in frequency and or scope to reduce costs if it deems necessary. Such reductions shall be agreed upon by both parties.

21. Material Storage and Office Space

Normally the Contractor will not be provided space for storage of material(s) at the assigned facilities. Upon request, Director of Operations or designee may approve storage or office space to the Contractor at an assigned facility. This is contingent upon availability of space and for a cost per square foot rental fee.

22. Maintenance of Records

The Contractor shall electronically maintain records in a form acceptable to the District to document inspections, corrective or preventative actions taken, and the results of such actions and make such records available to the District upon request.

23. Administrative Records

All records, documents, and associated papers provided by the District and generated during the period of this contract become property of the District and will remain in place or provided to the District's Representative upon contract termination or completion. During the period of the contract, records, documents, and associated papers shall be available for review.

Custodial and General Maintenance Specifications

1. Background and Scope:

Southfield Public Schools is located in Southfield and Lathrup Village, MI. Current District enrollment is approximately 5,000. The District is bounded by 8 Mile Road to the South, 12 Mile Road to the North, Inkster to the West and Greenfield to the East. A map of the District is included in Appendix C. Buildings requiring custodial service include one pre-school, four elementary schools, two K-8 schools, one middle school, one comprehensive high school, one office/special education center, one alternative high school, one administrative building with ancillary transportation facility and one former high school building housing a K-8 school and an alternative high school. The current custodial services provider for Southfield Public Schools is DM Burr Flint, MI. The estimated 2020-21 total contract is \$2,421,056.

Low custodial turnover is a high priority for the District, for this reason the District is seeking a custodial provider that pays a competitive custodial wage with benefits provided. Pay rates and insurance information is requested with the bid submission and will be a factor in bid award.

The District is seeking contracted custodial and general maintenance service only. Grass cutting and landscape work is not included in the scope of work with exception that Custodians are responsible for the upkeep of interior courtyards (including grass) in the buildings that have courtyards. Custodians are responsible for snow removal and applying ice melt on building sidewalks, walkways and building entrances.

Job descriptions for custodial and general maintenance workers and cleaning standards required are included in Appendix A. It is the intent of these specifications that the schools be kept neat and clean at all times. These specifications should, therefore, be referred to as a guide for, rather than a limitation to, the Contractor to maintain the cleanliness of the schools.

2. Information about the District Buildings and Job Descriptions

Detailed information about Southfield Public Schools and the Scope of Work is included in the Appendices.

Appendix A: Job Descriptions, Cleaning Standards and Frequency List and Summer Cleaning Task List

Appendix B: Floor plans all buildings- (Note Southfield Lathrup High School is now University High School Academy and MacArthur K-8), Building information sheet that includes square footage, building age, year built, estimated after-hours activity frequency (pre COVID)

Appendix C: District map. 2021-2022 calendar

Appendix D: Contractor supplied cleaning solutions, waxes and supplies

Appendix E: Boilers Type by Building

3. Employee Selection

All contract personnel will be required to have a criminal background check prior to working on site.

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

- Drug and Alcohol testing as approved by district
- FBI and State Police record checks – any felony convictions or “listed offenses” as defined in Section 2 of the Sex Offenders Registration Act, 1994 PA295 will disqualify personnel from placement in District.

Proof of the above must be provided to the District’s Department of Talent Management.

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

4. Employee Placement

The Contractor shall supply the District a list of all employees assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated.

The Contractor must inform the Director of Operations or his/her designee and the building principal at least 48 hours before new employees are placed in any school in the District.

5. Employee Expectations

All employees are to present themselves in an appropriate manner and attire consistent with the District's Board policies and the District's administrative guidelines. The District reserves the right to seek removal of any contract employee whose moral conduct, behavior, health habits or appearance are unsatisfactory. The contract employee will be removed as soon as possible upon being brought to the Contractor's attention. The District's decision shall be final.

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

At least 18 years of age.

- High school graduate or equivalent GED.
- U.S. citizen or authorized to work in the U.S.
- Completion of criminal background and history reports and results in compliance with state laws.
- Able to read, write, and speak English fluently, and to use courteous language.
- Able to inspect, see, and report maintenance needs to the Project Manager/Supervisor and/or to the building principal.
- Able to interact positively and appropriately with students, school employees, and the public. This shall especially apply to the head custodians.
- Able to productively work with minimal supervision.
- Competent persons who are well trained in the area of work assigned.
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of; using, distributing, or dispensing of any controlled substance, including alcohol, while on school grounds.
- Punctual.
- Well-groomed and in uniform

English may be the employees' first or second language. Because of the need to communicate with English speaking students, staff, vendors, and community members, all employees must be able to read, write, and speak conversational English.

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

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

- Allow custodial closets, products or equipment unattended
- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets, use telephones or computers or tamper with personal property owned by the District, staff or students
- Talk or text on personal cell phones while on duty or use a personal music device.
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any District equipment that is not required to perform duties
- Smoke or use any tobacco products on District property

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

6. Manager/Supervisor

The Contractor shall provide a Project Manager/Supervisor with a two-year college degree (minimum) in facilities management, business or a related field and five (5) years of business or facilities management experience. The Contractor shall provide a full-time and full-year (365 days/year except District designated holidays) Project Manager/Supervisor on-site to manage personnel, schedules, etc. The District will provide office space and reasonable furnishing with a restricted in-District desk phone. The Contractor is responsible for any additional equipment, supplies, assistance, or secretarial help.

The Contractor shall provide the District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times. In addition, the Contractor will provide the Project Manager/Supervisor assigned to the District with a cell phone and additional equipment (e.g., pager, computer, etc.) at the Contractor's discretion and expense.

Once assigned to work under this contract and approved by the District designee, the Contractor shall not remove or replace the Project Manager/Supervisor without written approval of the District designee no less than two (2) weeks prior to intended placement.

A résumé for the Project Manager/Supervisor must be provided as part of the proposal.

The Project Manager/Supervisor will be required to answer each call from the District's designee within 15 minutes of the time the call is placed.

The Project Manager/Supervisor(s)

- Must be able to use a computer for tasks, and be able to access and use e-mail for communication.
- Must be authorized by the Contractor to act as the Contractor's agent in all communications with the District's designee.
- Must have experience supervising cleaning and maintenance staff.
- Is to have full authority from the Contractor to schedule working hours, custodian's assignments, and cleaning procedures.
- Shall cooperate fully with District administrators.
- Shall be available for inspection of the buildings at times other than during working hours when requested.

7. Substitutes

The Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the District is adequately staffed in the event of illness or injury. The Contractor will recruit, background check, employ, train, pay, and supervise all substitute custodians for this contract.

The Contractor is required to inform the building principal and the Director of Operations or his/her designee when there will be a change of employees for absence purposes.

If the Project Manager/Supervisor is unavailable for work under this contract for any substantial period of time (i.e., more than two consecutive work days), the Contractor shall immediately inform the Director of Operations or designee of the absence the reason for the absence, and the Contractor will provide a substitute manager who is familiar with the District's operations. The District expects a full-year (365 days) coverage of all contracted services except on District designated holidays.

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

8. Employee Compensation

Contract shall provide hourly pay rates (or pay rate ranges) and a list of benefits offered to all employees that would be placed in this assignment.

9. Employee Conduct

The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, improper conduct, poor appearance, and/or poor behavior. If the District's designee notifies the Contractor in writing that any of the Contractor's employees assigned to Southfield Public Schools is incompetent, disorderly, or otherwise unsatisfactory, the Contractor will remove such

employee within one (1) shift and will not again assign that employee to work in Southfield Public Schools without the written consent of the District's designee.

10. Staffing Requirements

Bidders must quote staffing levels at each facility that meets or exceeds the minimum level as defined by the District on the Official Bid Form. All Shifts will fall between the hours of 4:00AM and 12:30AM.

The Contractor shall perform the services set forth in this contract at time periods as approved by the District's designee.

Regardless of the District's minimum specified staffing level and hours, it is the Contractor's responsibility to maintain the standard of cleanliness specified in the contract. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the requirements are met and that each building is effectively cleaned and disinfected on a daily basis.

11. After School and Weekend Activities

The Contractor will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events, or rental agreements that occur at school sites.

This is considered part of a regular work day.

The average frequency of after school activities is included in the appendix B.

Custodians are to be scheduled in such a way that:

1. In the elementary schools, any space, used for an after-school activity, shall be cleaned and disinfected after the end of that activity, provided it ends by 10:00 p.m.
2. In the K-8 Schools, Middle School and the High School, any space, used for an after-school activity, shall be cleaned and disinfected after the end of that activity, provided it ends by 11:00 p.m.
3. Spaces that are to be used for after-school activities are to be cleaned, disinfected and set-up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity with approval of School or Department Administrator.

Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Contractor will be responsible to open and prepare the building for scheduled use on a Saturday or Sunday. These scheduled events may be related to District rental agreements or administrative and staff needs. Hours of service for events that extend outside of the regular schedule must be invoiced by the Contractor separately from the monthly contract fee and will be mutually agreed upon prior to the event.

Periodic special events will require the Contractor to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, school play in the auditorium, home football game, etc.). The Contractor may choose to schedule support clean up on the day after the event if delaying of the clean-up does not detract or interfere with the overall look or environment of the school facility with approval of Operations.

Services provided for activities that are billable beyond the regular base contract must be approved in advance by the District designee. Itemized bills should include the date of the service, hours worked, the employees who worked and the district designee 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.

The Contractor will sometimes be required to provide extra or special coverage on Saturdays and/or Sundays with very short notice. The hourly rate for this service will be requested on the bid form. The Contractor may invoice the District at the agreed upon rates for this extra work.

The District would entertain creative staff schedules to include Saturday and Sunday hours at all locations in order to staff the events without the use of overtime. All overtimes, scheduled and un-scheduled, must be requested by the Project Manager/Supervisor to the Facilities Manager for approval in advance.

12. Schedule Changes

The District reserves the right to change any and all of the work schedules with advance notice to the Contractor.

13. Break and Summer Cleaning Work Schedule

Scheduled breaks and summer cleaning shall be coordinated with the District's designee. The schedule is to be developed with the goal of minimizing interference with any scheduled instructional activities or with contracted work being performed by others.

Appendix B includes only the "during school" work schedules. During break periods, including the summer (mid-June to Labor Day weekend), the District's designee and the Contractor shall jointly agree upon an appropriate time schedule. In some buildings the contractor's employees may be scheduled to work during the 7:00 a.m. to 6:00 p.m. time window. Evening activities particularly in the High Schools and Middle Schools may require staffing later than 6:00 p.m. at these schools during break periods. The designated building(s) housing the district summer school program is required to follow the normal school year schedule. Summer School normally operates in one or two buildings during late June and the month of July.

14. Certified Pool Operator Position

The Contractor must provide one employee during the day shift to cover the pools at Southfield High School for the Arts & Technology and University High School Academy that is trained in emergency shutdown, pool deck and locker room cleaning, water testing/balancing and record-keeping for public swimming pool facilities. The Contractor agrees to follow all applicable state and county laws, rules and regulations regarding public swimming facilities. This employee must be a Certified Pool Operator (CPO). Evening or weekend work may be required at the agreed overtime rates.

15. Training Requirements

The Contractor is to have, in-place, an on-going, effective and documented training program that includes at a minimum all local, state and federally mandated training and contains, at a minimum: AHERA, Asbestos Floor Tile Care, Basic General Cleaning Procedures, Blood-borne Pathogens, Carpet Care, Title IX, Handbook Review, Hard Floor Care, Lock-out/Tag-out Procedures, Ladder Safety, Personal Grooming, Right-to-Know including Material Safety Data Sheets (MSDS), Safety, Sexual Harassment, minor mercury spill cleanup, DEQ requirements from SPS Storm water Management Plan and Southfield contract expectations.

The Contractor will provide written documentation of contract employees who have attended such a program, including date and time, to the District's designee within 30 days after the hire date of the employee.

The Contractor will provide at least 12 hours of job-related training per year to each employee. Contractor to review with Director of Operations or designee the topics to be covered.

The Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its personnel as required by applicable codes and standards.

The Contractor will provide the District designee with training logs and, if requested, training verification.

16. Uniforms and Identification

The Contractor will provide, and all of the Contractor's employees are required to wear uniforms, approved by the District on all work days. The Company Logo/Name on uniforms must be clearly visible on the front. Uniforms will be provided by the Contractor and must be worn by all regular and substitute employees while working in the District's schools and on the District's grounds.

The uniforms must be as follows:

- Collared shirts are required for men and women. The shirts may be short sleeve or long sleeve. Shirt colors and styles should be the same for all employees.
- Slacks are required, and should also be the same (or coordinating) color and style for all employees.
- During summer vacation, the Contractor's employees may wear shorts that extend at least halfway down the thighs.

In addition to uniforms, all contract personnel are also required to wear a picture ID badge provided by the Contractor with a design approved by the District. While performing work at the District, all ID badges are to be worn clearly visible and above the waist.

17. Licenses and Permits

The Contractor shall obtain at its own expense any necessary licenses and permits to provide the services specified in this contract. i.e. certified pool operator license, chauffeur driver's license, HVAC, journeyman, etc.

18. Building Opening and Closing

Contractor employees may be asked to lock or unlock specific doors at the times specified by the District's designee. As needed, contractor employees will be asked to assist on take cover, lock down and fire drills.

The Contractor is responsible for the security of the building during the cleaning operation. The Contractor shall secure the building at the end of each shift and set the alarm.

Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be relocked as soon as the service has been completed. Custodial closet doors are to be kept shut and locked when not in use.

19. Equipment, Tools, Cleaning Supplies

It is the Contractor's responsibility to ensure that its employees use all equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations.

Contractor to purchase all cleaning supplies and tools required to maintain cleanliness standards. A minimum list of cleaning supplies to be purchased by Contractor listed in Appendix D. Contractor will be required to use only products listed where a brand is specified as referenced in **Appendix D**. Any deviation from products listed in **Appendix D** must be approved in advance and in writing by the Facilities Manager or designee. The Contractor must keep track of all supplies consumed by each building and have an order process system that will provide the Southfield Public Schools a monthly report on each building's consumption.

Southfield Public Schools will provide all toilet paper, roll towels, trash bags, hand soaps, sanitary napkin bags, ice melt, facial tissue, urinal deodorizer and hand sanitizer. The District will also supply snow shovels, snow blowers, yard rakes, wet and dry vacs, carpet blowers, low speed floor machines, walk behind scrubbers, and burnishers. Each high school has a ride on scrubber in addition to the walk behind scrubbers. Lawn mowers are provided at schools that have courtyards. This contract includes upkeep of inside court yards. School grounds lawn care is not included in the scope of this contract.

As the District's owned equipment becomes in need of repair, the Contractor is responsible for reporting the disposition of the equipment in the District's Work Order Management System for the appropriate repair by a third-party supplier.

The District will supply all necessary tools, equipment, supplies and vehicles for general maintenance employees. These items may not be transferred to another client or to another client's site.

Maintaining all cleaning equipment and tools will be the responsibility of the Contractor. Repairs will be made a third-party vendor of the District. The District Designee must review and approve any and all vendor owned equipment prior to the start of use to guarantee the safety of our facilities and ensure that it is appropriate for use in our buildings.

District expectations include:

- Vendor must appropriately maintain all equipment to ensure its proper operation and preserve its expected life cycle.
- The District reserves the right to inspect and inventory equipment to ensure its' proper use and care.

- District owned equipment found to be in inappropriate condition due to misuse and/or insufficient maintenance or repair may be required to be restored and/or replaced at the vendor's expense and Title shall be retained by District.
- The vendor must notify the District and receive approval from the District Designee prior to disposing of any piece of District owned equipment.
- At no time shall the use of District owned equipment provide justification for the vendor to fail to meet their obligations for cleaning productivity, cleaning quality, or customer service as required in the contract.

20. Emergency Service

The Contractor agrees to respond to any emergency requests for water pick-ups and/or mop-ups made necessary by rain, plumbing failure, leaks, or accidents; 24 hours per day, 7 days per week, 365 days per year. Hourly pricing for this after-hours, emergency service will be requested on the bid form.

Any additional services of this nature must be pre-approved by the District's designated administrator on call. Any invoice for this type of service must include the school, date, area(s) affected, scope of work performed, hours expended by contract personnel, and name of person authorizing the work.

21. Holidays and Break periods

The Contractor will be required to provide custodial services in all district buildings during all break periods. Extra cleaning is performed during these periods

The District is closed on, and the Contractor is not required to provide cleaning or other services on the following holidays; New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, and Christmas Day. The buildings are expected to be clean and ready for school the next business day after a school holiday.

The District reserves the right to require some work on any and all of these holidays. If such work is requested by the District's designee, the Contractor may bill the District for this work at the hourly rate quoted on the bid form. Any overtime must be pre-approved by the District's designee and in conformance to the Fair Labor Standards Act.

Notwithstanding the closing of the District on the holidays listed above the Contractor shall provide Custodial and Maintenance Services during scheduled breaks in order to accomplish major cleaning and maintenance tasks that cannot be done during the regular school day. Scheduled breaks and summer cleaning shall be coordinated with the District Facility manager. The Company to provide service for a total of 365 days per year. Service is not required on the holidays listed above. The additional days that service is not required will be determined by District Superintendent or designee.

22. School Closings- Snow Days

Custodians are required to work on all "snow days". Custodians are responsible for clearing snow and ice and distributing ice melt around doorway entrances and sidewalks on District property. In addition, they will be required to perform other tasks listed on the Cleaning Frequency Requirements. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00 a.m. instead of their afternoon start time, with the approval of the District designee.

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

23. Keys, Key Fobs and alarm codes

The District shall provide the Contractor with keyless entry fobs, keys and alarm codes for each school. Keys, key fobs and alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Contractor to new employees. Notification to the District shall be immediate with the reassignment or termination of any individual who has been assigned a key fob or alarm code. Each employee will be required to sign for his/her exterior door keyless entry fob. At no time shall copies be made of any keys issued. If additional copies are needed, the Contractor must obtain keys from the District's Operations Department.

There will be a \$50.00 charge for the replacement of any lost or stolen key and a \$20.00 charge for the replacement/re-issuance of exterior key fobs

All lost building keys or key fobs assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys), must be reported, via the District's lost key report form, to the District's designee within 24 hours of discovery of the loss.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment. This includes the cost of door core replacement.

The Contractor is prohibited from lending District building keys or key fobs to anyone. The Contractor and its employees are also prohibited from leaving key rings in janitor closets or from lying on custodial carts, or otherwise out of their possession.

All keys assigned to a Contractor's employee shall be returned to the District's designee when his/her services in the assigned school end. All keys shall be returned to the District's designee at the termination of this contract.

24. Property Damage

The Contractor shall inform the applicable principal and Facilities Manager of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Contractor's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Contractor shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment, and/or contents caused by the Contractor's employees.

25. Property Protection

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

The Contractor is responsible for the conduct of its personnel. The Contractor shall cooperate fully with the District and with any Law Enforcement authorities in the investigation of any unlawful activities suspected of the Contractor's employees while working on the District's sites. If personnel employed by the Contractor are found to have committed theft or other unlawful activities on any of the District's sites, the Contractor shall be responsible to the District for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

26. Quality Control/Inspections

The Contractor's Project Manager/Supervisor, the District's Designee and other personnel as deemed appropriate by the District's Designee will perform periodic inspections of each school (1) to ensure tasks are completed according to the Cleaning Frequency Requirements, (2) to ensure that the quality of work is satisfactory, and (3) to ensure the Contractor's compliance with other terms of the contract.

The contract supervisor(s) will use the required inspection forms or pre- printed forms mutually agreed upon between the District and the Contractor.

The District's Superintendent, the District's designee, and the principals may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance to the Contractor. The Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the District designee's opinion, to correct unsatisfactory performance to conduct school activities in a clean and safe environment, all costs incurred by the District to correct the deficiencies will be deducted from the monthly payment to the Contractor.

27. Record Keeping Requirements

MIOSHA

The District shall maintain all required MIOSHA records. Should the Contractor have occasions to bring any new chemicals onsite, the Contractor must receive pre-approval by the District's designee and provide one copy of the Safety Data Sheets (SDS) to the District's designee.

Procedures Manual

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

1. Contractor's standard policies and procedures
2. Daily routines or schedules for custodians assigned to the building (Appendix B)
3. Emergency and safety procedures
4. List of equipment maintained in the building.
5. Maintenance and use manuals for all custodian equipment in the building
6. List of all custodians assigned to each school (for contact purposes)
7. Standard cleaning procedures
8. Training recordkeeping documentation

28. Government Regulations and District Policies

The contractor must have a complete working knowledge of, and must comply with, all of the following:

- Asbestos Hazard Emergency Response (AHERA) regulations
- MIOSHA and Right to Know regulations
- All other applicable federal, state, and local laws, codes, and regulations
- Southfield Public Schools Board policies and administrative guidelines
- The Contractor will ensure that any substances defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws.

Deductions

29. Deductions for Temporary School Closures

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

A. Fines for MIOSHA and DEQ Violations

If the District is assessed any fines for MIOSHA and DEQ violations arising out of these contract services and attributable to the Contractor, the Contractor shall reimburse the District for these fines by commensurately reducing the charges on the monthly invoice.

B. Improper Chemical Use

If the Contractor uses chemicals or methods that damage the District's property and/or health of staff and students, the Contractor shall pay for the property's replacement and provide insurance coverage for health liabilities.

C. Unfilled Employee Absences

Whenever any custodians are absent from part or all of their District assignment and a substitute is not provided by the Contractor, the Contractor must deduct the charge for that employee from the next invoice.

D. Improperly Securing Buildings

If the Contractor fails to properly secure any building, a non-compliance penalty of \$500 per incident shall be deducted for the next monthly payment to pay the local Police Department of the School District's Maintenance Department for their charge to respond to the call(s). Additionally, the

Contractor shall be responsible for any and all damages or loss to the School District Facilities or equipment arising from the failure to properly secure all Facilities in accordance with this Contract.

E. Uniforms/ID Badges

If the Contractor's employee or agent is observed at a Facility without wearing the proper ID badge or uniform or is inappropriately dressed, the School District will notify the Contractor. If the Contractor fails to promptly require the employee to remedy such issue, the Contractor may be assessed a \$25 penalty per incident on the next monthly contract invoice.

F. Non-Complaint Contractor Personnel

If a Contractor employee or agent is observed working in a School District facility and not in compliance with the terms and conditions of this Contract (for example does not have proper fingerprinting and criminal background checks completed), the Contractor will be charged a \$100 assessment which will be made on the next monthly contract invoice and the employee will be immediately escorted off the premises.

G. Damage to School District Facilities and/or Equipment/Property.

If the acts or omissions of the Contractor employee or agent causes damages to any School District property or equipment, the Contractor shall be responsible for the full cost to repair or replace such property or equipment to a condition as good or better than prior to such damage.

30. Recordkeeping and Safety Issues

- A. Safety Data Sheets. In accordance with applicable laws, before bringing any new chemicals onto a Facility, the Contractor must provide one (1) copy of the Safety Data Sheets ("SDS") to the Director of Operations or designee. The Contractor must maintain a complete and up-to-date inventory of SDS for all chemicals used in each facility. This inventory must be stored in two duplicate notebooks labeled "SDS", one stored in the Principal's Office and one stored in the appropriate custodial office area(s). In addition, a master SDS notebook with a section for each Facility in the School District must be provided to and kept current for the School District's Operations Department office. The SDS notebook must also include Michigan's Right-to-Know procedures.
- B. COVID-19 Response Plan. The Contractor shall develop and implement a COVID-19 preparedness and response plan ("the COVID-19 Plan"). This Plan shall be consistent with recommendations made by the Centers for Disease Control and Prevention and Guidance on Preparing Workplaces for COVID-19, developed by the Occupational Health and Safety Administration (OSHA), as well as incorporate any recommendations and/or requirements of the School District. The Contractor shall provide a copy of this COVID-19 Plan to the School District no later than 3 days after execution of this contract. The Contractor agrees to immediately notify the School District if any Contractor personnel test positive for COVID-19. The Contractor agrees to continually monitor and update its COVID-19 Plan to maintain consistency with any updated law, regulations or guidance.
- C. The Contractor shall provide all necessary personal protective equipment ("PPE") necessary to perform the Services and to be in compliance with all Federal, State, and Local laws, rules, regulations, orders, ordinances, as well as such PPE uses must comply with all School District policies, procedures and/or plans. All Contractor employees and agents performing any Services shall be properly trained in the use of PPE and the duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract, the COVID-19 Plan and with all applicable laws. The Contractor agrees to perform this training for all new Contractor employees assigned to the School District, as well as re-training for annually during the Initial Term and any Renewal Term(s). The Contractor shall also provide orientation/training on all School District protocol, Policies and procedures as well as blood-borne pathogen and sexual harassment prevention training to its employees and agents upon being assigned to the School District and annually thereafter.

31. Performance Incentive

The Parties agree to work cooperatively to finalize a Performance Incentive tool/scorecard within 90 days of the inception of the contract, under the Contractor's Services will be reviewed, analyzed and graded on a quarterly basis (the "Assessment Tool"). If during the Initial terms or a Renewal Term, the School District desires to modify the Assessment Tool, the Parties agree to cooperate to mutually modify the Assessment Tool in accordance with such required modifications of the School District. For the purposes of this Contract, Quarter 1 is September through November 30, Quarter 2 is December 1 through February 28 (or 29 if applicable), Quarter 3 is March 1 through May 31 and Quarter 4 is June 1 through August 31. Each quarterly performance review must be conducted within 30 days of the end of the previous quarter. Contractor's Services will be reviewed and graded each quarter by the School District utilizing the Assessment Tool. For each quarter that the Contractor's Services throughout the School District receives an average grade of less than 80% utilizing the Assessment Tool, the Contractor's next monthly invoice of the Contact Price shall be reduced by ¼ the amount of profit or "incentive amount".

32. Computer Aided Facility Management System (CAFM)

The Contractor shall use the CAFM system provided by the SPS to receive, review, approve, coordinate, and track, all work requests; log, schedule, and record all labor and associated costs to each work request.

The District will training for up to ten (10) Contractor employees on the use of the CAFM system. This training will occur during the contract transition period.

Official Bid Form- Custodial & General Maintenance Services

The undersigned understands that the Owner reserves the right to reject any and all proposals and to waive informalities and irregularities in proposing.

Owner also reserves the right to withhold proposals for a period of time (120 days) from proposal opening date.

The Owner reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. If in the Owner's opinion it is in their best interest, the contract may be awarded to other than the lowest proponent.

If award is made to us under this proposal, we agree to enter into an Agreement with Southfield Public Schools to furnish professional services for Custodial and General Maintenance Service, in strict accordance with this proposal.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Southfield Public Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Southfield Public Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Southfield Public Schools.

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

Name: _____

Title: _____

Firm: _____

Address: _____

City, State, Zip _____

Signature: _____

Date: _____

Telephone: _____

Fax: _____

A Corporation organized and existing under the laws of the State of _____

Pricing Bid Form: Custodial, General Maintenance, and Management

List staffing plan. Include full time and part time.

BUILDING	Staffing By Building (custodian only)	Year 1 total	Year 2 total	Building SF
ADLER ELEMENTARY 19100 Filmore		\$	\$	49,430
BIRNEY K-8 SCHOOL 27225 Evergreen		\$	\$	119,930
BUSSEY CENTER & Portables 24501 Fredrick		\$	\$	47,760
LEVEY MIDDLE SCHOOL 25300 W. 9 mile		\$	\$	104,000
MACARTHUR K-8 and UNIVERSITY HIGH SCHOOL ACADEMY 19301 W. 12 Mile		\$	\$	321,060
MCINTYRE ELEMENTARY 19600 Saratoga 48076		\$	\$	47,760
STEVENSON ELEMENTARY 27777 Lasher 48034		\$	\$	50,000
THOMPSON K-8 SCHOOL 16300 Lincoln 48076		\$	\$	98,510
VANDENBERG 16100 Edwards 48076		\$	\$	43,350
SOUTHFIELD H.S. for the Arts & Technology & Instructional Technology Center (ITC) 24675 & 24855 LAHSER, 48033		\$	\$	451,230
SOUTHFIELD REGIONAL ACADEMIC CAMPUS 21705 Evergreen		\$	\$	48,735
J.W.E. ADMINISTRATION BLDG + TRANSPORTATION and MAINTENANCE ANNEX 24661 Lahser		\$	\$	30,000
SOUTHFIELD ED CENTER & KENNEDY LEARNING CENTER 16299 Mt. Vernon 48075		\$	\$	65,340
PAINTER – PM SHIFT		\$	\$	
ASSISTANT HVAC LICENSED TECHNICIAN (1)		\$	\$	
PROJECT MANAGER/SUPERVISOR AM SHIFT		\$	\$	
ASSISTANT MANAGERS – PM SHIFT		\$	\$	
GRAND TOTAL: Custodial, General Maintenance, and Management		\$	\$	

Required Alternate # 1

The cost to supply a performance bond for the **first-year labor cost** of the contract: \$ _____

Required Alternate #2

The cost to increase or decrease custodial staffing by four hours or eight hours per day (one-half and one full-time position respectively) during the life of the contract, indicate add/deduct the sum of:

\$ _____ /per four hours

\$ _____ /per eight hours

Required Alternate #3

The cost of overtime per hour for Saturday, Sunday and holiday service: If there is more than one rate, list all rates with explanations: \$ _____

Required Alternate # 4

Emergency service as defined in specifications #21 Cost per hour \$ _____

Required Alternate # 5

Vendor supplies **all** equipment for cleaning. \$ _____ additional per year
Include listing of all equipment that will provided to each building.

Under this alternate Specifications #19 is amended as follows:

Southfield Public Schools will provide all toilet paper, roll towels, trash bags, hand soaps, sanitary napkin bags, ice melt, facial tissue, urinal deodorizer and hand sanitizer. This contract includes upkeep of inside court yards. School grounds lawn care is not included in the scope of this contract.

Required Alternative #6

Hourly Wage for two (2) FTE General Maintenance Worker: \$ _____

Hourly Wage for one (1) FTE Maintenance Worker- Supervisor – Licensed \$ _____

Employee Wages and Benefits

POSITION	HOURLY PAY RATE \$	EMPLOYER PAID BENEFITS	OTHER
AM HEAD CUSTODIAN			
PM HEAD CUSTODIAN			
CUSTODIAN			
FOUR (4) HOUR CUSTODIAN			
PAINTER			
ASSISTANT HVAC TECHNICIAN (LICENSED)			

Legal Action Disclosure Form

Civil Proceedings: Has the applicant company, its parent, a subsidiary, associate or holding company, or related corporation or business entity had a claim successfully made against it in the last ten (10) years in any jurisdiction? Include orders, judgments, administrative sanctions taken, disciplinary hearings, fines and penalties imposed, if any.

___ No

___ Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Outcome of the proceeding
- iv. Date of proceeding
- v. Name of court
- vi. Court file number (if known)
- vii. Judgment order

Does the applicant company, its parent, subsidiary, associate or holding company, related corporation or business entity have any outstanding claims filed against it and pending dispositions or in the process of being filed in any jurisdiction?

___ No

___ Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Date of proceeding
- iv. Name of court
- v. Court file number (if known)

Business Reference Form

Bidder: _____

The bidder must provide at least 5 business (school districts preferred) references.

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Addenda Receipt Acknowledgement Form

The bidder acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the "Bidder"), certifies to Southfield Public Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses".¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² 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.

BIDDER: _____

By: _____

Its: _____

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL.380.1535a(1).

Affidavit of Bidder -Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Southfield Public School District (the "School District") advertisement for service bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of the School District, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of : _____

BOARD OF EDUCATION

- Charles A. Hicks, President
- Darrell B. Joyce, Vice President
- Leslie L. Smith-Thomas, Secretary
- Ashanti Bland, Treasurer
- Talisha Rice, Trustee
- Armani Johnson, Trustee
- Yvette Ware-DeVaul, Trustee
- Dr. Jennifer Green, Superintendent

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

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

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

Name of Company

Name and Title of Authorized Representative

Signature

Date

90. Bid Checklist

Bidders must ensure that all required information is submitted with the proposal. All information provided should be verifiable by documentation requested by the District. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

_____ *Proposal Form* completed, signed, and enclosed

_____ *Bid Pricing Form* enclosed

_____ *Bid Security* enclosed

_____ *Company Financial Information*

_____ *Employee Pay Rates and Benefits Table for Bidder's employees placed in the District*

_____ *Legal Action Disclosure Form* of all legal action taken against Contractor within the past seven years, at the present, and all pending litigation with an owner.

_____ *Resume of Project Manager/Site Supervisor*

_____ *Business Reference Form* listing of at least 5 business references attached (including name of business, contact name, telephone number, e-mail address, and years of service to that customer)

_____ *Addenda Receipt Acknowledgement Form*

_____ *Affidavit of Bidder - Compliance with School Safety Initiative Legislation*

_____ *Affidavit of Bidder- Familial Relationship form*

_____ *Affidavit of Bidder- Iran form*