

REQUEST FOR PROPOSALS FOR CUSTODIAL/ MAINTENANCE SERVICES

March 21st, 2023

School District of the City of Saginaw Attention: Tim Furtaw II Executive Director of Facilities 550 Millard Street Saginaw, Michigan 48607 E-mail: tfurtaw@spsd.net

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CUSTODIAL/ MAINTENANCE SERVICES

1 OVERVIEW

1.1 SUBMISSION DEADLINE AND REQUIREMENTS

Proposals shall be addressed to and received at the:

School District of the City of Saginaw Attention: Tim Furtaw II Executive Director of Facilities 550 Millard Street Saginaw, Michigan 48607

Saginaw, Michigan 48607 E-mail: tfurtaw@spsd.net

- **1.1.1** The envelope containing your Proposal should be marked in the lower left hand corner: "PROPOSAL CUSTODIAL/ MAINTENANCE SERVICES.
- **1.1.2** Each Proposer is responsible for the submission of its Proposal. Proposals or Proposal revisions after the date and time specified will not be considered.
- **1.1.3** Proposals will be received by the Purchasing Department, School District of the City of Saginaw, 550 Millard Street, Saginaw, Michigan 48607 by <u>1:30 p.m., Tuesday, April 4th,</u> **2023**. All Proposals received after the time and date above will be unopened.
- **1.1.4** Signed Original Proposal: Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's firm. This member should be the highest-ranking officer at the local level. Faxed or e-mailed Proposals will not be accepted.
- **1.1.5** The Proposer shall also submit with its signed original Proposal, three (3) complete copies of the signed original Proposal.
- 1.1.6 All Bid Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) and/or any employee of the Proposer and any member of the Board of Education of the School District of the City of Saginaw or the Superintendent of the School District. Bid Proposals that do not include this sworn and notarized familial relationship disclosure statement will not be considered or accepted by the Board of Education.
- 1.1.7 Opening of Proposals: At the specified time and date stated above, all submitted Proposals shall be opened and dated. Any interested parties may attend. No immediate decision will be rendered. All information received will be confidential until after final action taken by the School District of the City of Saginaw, except as required by law.
- **1.1.8 Proprietary Information:** The information provided in the RFP is intended solely for internal use by the Proposer in its Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.
- Intent to Respond: Any party who intends to respond to this RFP shall submit an Intent to Respond, including the name of contact person and address, with phone number and e-mail address, to Tim Furtaw II, Executive Director of Facilities, tfurtaw@spsd.net no later than April, 27th, 2023. Except for the Proposal itself, Proposers may submit Intent to Respond and other communications to the School District of the City of Saginaw, by e-mail. The School District of the City of Saginaw intends to communicate (e.g., RFP clarifications and addenda) with Proposers by e-mail, except for any Proposer not listing or declining such means of communication in its Intent to Respond. Except for the Proposal itself, references in this RFP to "written" form of communications include e-mail.

- 1.1.10 Mandatory Pre-Proposal Meeting:

 The pre-Proposal meeting is mandatory. Representative site visits are planned for representative buildings, which are, Saginaw High School, Thompson Middle School, Arthur Eddy Elementary School, Herig Elementary. The meeting will be on Tuesday, April 28th, 2023 at 1:00 p.m. and begin in the Saginaw High Auditorium. This meeting and site visits are mandatory and all Proposers are required to familiarize themselves with the other facilities so they are conversant with the facilities. Proposers may only visit Saginaw Public School Facilities with permission from the districts Executive Director of Facilities. Failure to familiarize themselves with The School District of the City of Saginaw Facilities will not be a reason to withdraw or change a proposer's bid.
- **Additional Requests for Clarification:** Prospective Proposers may request that the School District clarify information contained in the RFP. All such requests must be made in writing (email accepted) to Tim Furtaw II, Executive Director of Facilities, tfurtaw@spsd.net. The School District will provide a written response to all written requests for clarification within five (5) business days after the receipt of such request. Requests must be sent by end of business on Thursday, March 30th 2023. The districts response to any request for clarification will be provided to all parties who have submitted an Intent to Respond to the RFP.
- **Restrictions on Communication:** From the issue date of the RFP until a Contract is awarded, Proposers shall not communicate about the subject of the RFP or a Proposer's Proposal with the School District of the City of Saginaw, Board of Education, administrators, faculty, staff, students, or employees, except for Requests for Clarification in accordance with Section 1.1.11.
- 1.1.13 Addenda to the RFP: If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed in the form of an addendum to all parties who have submitted an Intent to Respond. All addenda shall become a part of the RFP. Each Proposer should in its Proposal (to avoid any miscommunication), acknowledge all addenda which it has received. The failure of a Proposer to receive or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility to comply with the terms thereof. Acknowledgment by the Proposer should consist of returning an email verifying receipt of the addenda, as part of the Proposal.
- 1.1.14 RFP/Proposal Information Controlling: The School District of the City of Saginaw intends that all Proposers have equal access to information relative to the RFP, and that the RFP contains adequate information. Part of the RFP preparation has included discussions with selected prospective Proposers; however each Proposer shall prepare its Proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFP and any information previously provided to it should request clarification (refer to Section 1.1.11). No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the Proposal.
- 1.1.15 Good Faith Deposit: Each Proposal shall be accompanied by a surety or bid bond or certified check in a form satisfactory to the School District of the City of Saginaw in an amount of 5% of the first year's total amount of the Contract, as a guarantee of Proposer's good faith on the part of the Proposer, to be forfeited as liquidated damages if the Proposer withdraws its Proposal or, upon acceptance of its Proposal by the School District of the City of Saginaw, fails to execute a form of Contract, acceptable to the School District, substantially evidencing and incorporating the RFP and its Proposal. Good faith deposits shall be returned to all Proposers upon the award of a Contract to a Proposer no later than one (1) week following the Board of Education's approval of a Proposal. Upon request of a Proposer, the School District shall endeavor to enable, as the District deems reasonable

and at no cost, liability or risk to itself, the conversion of a certified check to a surety or bid bond, or vice versa, or the deposit of any certified check, with any interest thereon for the benefit of that Proposer.

- **1.1.16** Contractor Experience: Proposals are limited to Contractors with at least ten (10) years of experience providing custodial/maintenance services for public K-12 school districts with similar size custodial/maintenance operations and with demonstrated ability in starting up operations of this scope.
- **1.1.17** <u>Finality of Decision</u>: Any decision made by The School District of the City of Saginaw, including Contractor selection, shall be final.
- 1.1.18 The School District of the City of Saginaw Reservation of Rights: The School District reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any or all Proposals, in whole or in part, with or without cause. The School District of the City of Saginaw reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals.
- **1.1.19** Release of Claims: Each Proposer by its submission of its Proposal releases The School District of the City of Saginaw from any claims arising out of, and related to, the RFP process and selection of a Contractor.
- **1.1.20** Proposer Bears Proposal Costs: A recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to the RFP, or any negotiations incidental to its Proposal or the RFP.
- **1.1.21** <u>Irrevocability of Bidding:</u> All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the date and time for receipt of Proposals set forth above.
- **1.1.22** Collusive Bidding: The Proposer certifies that their Proposal is made without any previous understanding, Contract or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.2 SCHOOL DISTRICT OF THE CITY OF SAGINAW PROFILE

The School District of the City of Saginaw covers an area of more than 35.6 square miles. The entire School District is located within Saginaw County. For this Proposal, there are 17 operational School Facilities/Centers, 6 Administrative Buildings, 1 Rental Building and 16 closed facilities that require grounds work. A listing of each facility is attached as Appendix D detailing buildings and square footages. Also referenced as Appendix A (separate attachment) are scalable drawings of each open Facility.

THE SCHOOL DISTRICT OF THE CITY OF SAGINAW INFORMATION

(See attachment for more details)

◆ 2022/2023 Facilities

| _ | Elementary | .11 |
|---|----------------|-----|
| _ | Middle | 1 |
| - | High School | 3 |
| - | Centers | 2 |
| _ | Administration | 6 |

| | _ | Closed Facilities | 16 |
|----------|------|--------------------------------|-----|
| | _ | Rentals | 1 |
| • | Stud | ents/Staff | |
| | _ | 2022/2023 Student Enrollment6, | 274 |
| | _ | Staff Members | 701 |

1.3 OBJECTIVE OF RFP

The objective of this Request for Proposal (RFP) is to offer experienced professional facilities management companies the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to The School District of the City of Saginaw. The subsequent Proposal will detail the Contractor's experience and expertise in assisting districts of similar size and scope as The School District of the City of Saginaw with their custodial/maintenance services outsourcing process.

This Proposal specifically requests that Proposers present their <u>qualifications</u> and <u>experience</u>, <u>with</u> <u>references</u> in Custodial/ Maintenance Services. Refer to Proposal Format Section 1.9

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

The School District of the City of Saginaw expects the Contractor to continuously use its expertise in order to streamline operations and costs while maintaining service levels and complying with Board policy and safety guidelines. Periodically, The School District of the City of Saginaw will request the Contractor to identify and implement operational efficiencies that will lead to cost reductions in Custodial/ Maintenance Services as cost reductions are pursued in other School District services. Savings will accrue to The School District of the City of Saginaw in accordance with a decrease in facilities management staffing. All Proposers are required at a minimum to submit a base bid.

The RFP will be based on the premise that The School District of the City of Saginaw will loan all equipment as listed in Appendix E & F to the Contractor and the School District will hold title to all such equipment. The Contractor will have access to this equipment for such things as cleaning facilities, grass cutting, trimming and snow removal. This equipment will be maintained by the Contractor. The Contractor should include all repairs necessary to keep the listed equipment in an "As Is Condition" subject to normal wear and tear. The Proposal should include an allowance of \$50,000 to purchase new equipment in each year of the Contract. The School District of the City of Saginaw shall hold title to all such equipment and the Contractor shall be required to provide repairs as necessary to the new equipment. Requests for all new equipment shall be submitted for approval to The School District of the City of Saginaw Operations Manager or his/her designee. In the event the allowance is not spent, the remaining funds will be returned to the School District. The Contractor shall be liable for any misuse or injury caused by the operation of the equipment. If the Contractor wishes to purchase equipment in excess of the allowance, the Contractor may do so at their own expense. The Contractor will maintain ownership of additionally purchased equipment. For purposes of this Proposal, equipment shall mean items that have a life expectancy of more than one year, have a model and serial number and would normally be a depreciable item. For example, vacuum cleaners, floor scrubbers, mowers etc. The Contractor will be given access to The School District of the City of Saginaw's small hand tools. Small hand tools are such things like pliers, drills, hammers, etc. The

Contractor will be required to replace any such hand tools due to loss or theft by Contractor employees or by misuse.

The successful Contractor will be allowed to use The School District of the City of Saginaw's existing inventory of consumable supplies, if any, which will be at no initial cost. Once consumable supplies have been exhausted, it shall be the Contractor's responsibility to purchase all supplies required to maintain cleanliness standards. These will be included in the base bid. The Contractor must submit to the Operations Manager that the supplies meets or exceeds current District expectations. The Operations Manager must approve any changes to the supply list in writing and prior to any such changes. The Contractor must keep track of all supplies consumed by each Facility and have an order process system that will provide The School District of the City of Saginaw a monthly report on each Facility's consumption. The report must detail quantity, product name, and cost. The Contractor will be required to keep an adequate inventory of supplies at each building.

For 2024/25 and subsequent years, the base bid pricing for Custodial/Maintenance Services shall include all days of normal service during the school year and the summer hours of service. During this time, the Contractor will be required to staff the Facilities so as to allow for proper cleaning, and to have the staff accommodate after school activities, do setups and teardowns, snow removal around the buildings and sidewalks, grounds work in courtyards, flower beds, and alongside the Facility, furniture moves, maintenance, salting of walks, along with dealing with teacher requests. At a minimum the Contractor will staff during the hours listed at each Facility, and all Secondary Facilities will remain open until at least 11 p.m. on the weekdays with elementary buildings open until 9 p.m. The Facilities will be closed on the following holidays, and the Contractor will not be paid for these days:

New Years Day
Martin Luther King Jr. Day
Good Friday
Monday after Easter
Memorial Day
Independence Day
Friday before Labor Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve Day
New Years Eve Day

or as negotiated annually.

The Contractor should be aware there are many activities that occur after school, on weekends and during the summer months. The hours and dates listed are an example of after school activities, weekend activities and summer school, and are referenced in **Appendix B**. While the data listed is from the 2022-23 school year, the Contractor shall assume similar use would occur over the life of the project. The Contractors shall include in the base bid all work necessary to provide time for set-up, clean-up, and tear down for such activities. During the summer school activities, the Contractor will be required to perform daily cleaning duties at the used Facilities as well as those noted for summer work. All district or school sponsored weekend events are considered base bid and should be included in the Target Pricing.

1.4 PURPOSE

The School District of the City of Saginaw may select one or more qualified Facilities Management Contractor(s) to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide Custodial/Maintenance Services within the scope of this RFP. Past experience will also be judged by the references of each Contractor. A major portion of the negotiations will include the financial terms of the Contract.

The intent and purpose of this Request for Proposal is to allow The School District of the City of Saginaw to optimize resources and save costs by sub-contracting with an expert contractor to provide Custodial/Maintenance Services providing all personnel, taxes, licenses, training, management, repairs, consumable and small supplies and added equipment required for the facilities management service function at the Facilities.

1.5 TERM OF CONTRACT

The term of this Contract shall be for three (1) year. The School District of the City of Saginaw reserves the right to negotiate three additional one (1) year terms with cost savings.

1.6 SELECTION TIMELINE

The School District of the City of Saginaw's anticipated timeline for its selection process is:

Advertisement date (RFP)

RFP made available on District's website

March 21st, 2023

Intent to Respond due to district

March 27th, 2023

Mandatory Pre-RFP Conference 1:00 PM March 28th, 2023 Saginaw High School - Auditorium

3100 Webber St. Saginaw, MI 48601

Deadline for written requests for clarifications March 30th, 2023

Deadline for Proposals Received at April 4th, 2023 The School District of the City of Saginaw at 1:30 p.m.

Foster B Gibbs Administration Center, Board Room

The School District of the City of Saginaw reserves the right to modify any part of the above identified schedule.

1.7 **SCOPE OF SERVICES**

- **1.7.1** Custodial/Maintenance Services provided shall include cleaning services, maintenance, warehouse duties, grounds work and other daily tasks.
- **1.7.2** Except as provided in Sections 1.7.3 and 1.7.4 below Custodial/ Maintenance Services shall include all labor, materials, taxes, permits, equipment repairs, licenses, management and clerical support necessary to clean and maintain the Facilities and Grounds as specified in this RFP.
- 1.7.3 The Contractor will clean, maintain, provide setups on a nightly basis, and perform summer cleaning as noted. In addition, besides cleaning and minor maintenance duties, all custodians will be required to perform snow removal and salting on sidewalks and entrances as required.
- 1.7.4 The Contractor will provide minor maintenance typically performed with small hand tools in addition to routine cleaning services. Examples of routine minor maintenance is small scale painting, normal light bulb replacement, repair of toilet blockages, locker repairs, changing of ceiling tiles, etc. In these cases The School District of the City of Saginaw will provide the required supplies and materials.
- 1.7.5 The Contractor shall base cost projections on performing a full cleaning and maintenance service. This service shall be as per all specifications of the RFP. The Contractor shall read and review the following Appendixes as provided in order to assist in formulating their Proposal. Additionally; the successful Contractor shall use their demonstrated expertise to further optimize the current custodial operations in an effort to improve services and reduce costs.

1.8 ABSENTEEISM

Employee absenteeism can significantly and adversely affect the quality of services received by The School District of the City of Saginaw. The successful Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the School District is adequately staffed in the event of illness or injury. It is expected the Contractor will always operate with a full compliment of staff. Days that are not fully staffed, the Contractors invoice will be deducted by the hourly rate of the employee. The Contractor must also keep track of its absenteeism rate, and upon request, this data must be provided to the School District. If the School District does not utilize the hours as bid, The School District of the City of Saginaw will receive credit for those hours multiplied by the hourly rate. These requests for daytime substitutes may be on short notice. If a change of an employee is needed, the successful Contractor is required to inform the Facility Principal and the School District Operations Manager or designee when there will be a change of employees for absence purposes. If the absence is expected to last more than three consecutive workdays, the Contractor is also required to inform the Operations Manager.

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

The School District of the City of Saginaw reserves the right to audit payroll records and/or time cards of the Contractor and its employees. The Contractor must have some system in place such as a phone stamp or other monitoring system to ensure the employees are on site at the Facilities and that the duration of the time indicated matches that noted in the invoice.

1.9 PROPOSAL REQUIREMENTS

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

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

Any exceptions to the terms and conditions contained in the RFP, or the Contract or any other special considerations or conditions requested or required by the Proposer shall be enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in <u>Schedule 3</u> of the Proposal. All pricing factors must be clearly indicated in the Proposer's Pricing Schedule provided.

Each Proposer shall submit its Proposal for a 1-year term. Each Proposal shall include a <u>transition</u> plan.

1.10 PROPOSAL FORMAT

With this RFP are requested Schedules 1-20. The Schedules provide the format for the Proposal and each Schedule must be completed and submitted for your Proposal to be considered.

- **1.10.1** Proposers must provide information, which will serve as an introduction of your Contractor on business letterhead.
- **1.10.2** Proposers must provide background and qualifications of the personnel who would be involved with The School District of the City of Saginaw. Describe the chain of command and reporting relationships. Include a proposed staffing chart and number of full and part-time employees with titles. (To be referenced as Schedule 1).

- **1.10.3** Proposers shall complete the point by point response to RFP Requirements/Contract Specifications/Signatures. (To be referenced as <u>Schedule 2</u>).
- **1.10.4** Proposers shall state exceptions, including explanations, to RFP Requirements/Contract and Specifications. (To be referenced as <u>Schedule 3</u>).
- **1.10.5** Proposers shall provide a Summary Explanation of Proposer's Pricing/Signatures. (To be referenced as <u>Schedule 4</u>).
- **1.10.6** Proposers must provide detailed evidence that they are currently providing Custodial/ Maintenance Services for other K-12 schools. Proposers must provide a minimum of three (3) K-12 Public School references, including contact name, address, phone number, and email address. (To be referenced as Schedule 5).
- **1.10.7** Proposers must provide a three year Hourly Pay Rate Table of Contractor employees placed in The School District of the City of Saginaw. In addition, proposers must include starting salary rates for new employees. (To be referenced as <u>Schedule 6</u>).
- **1.10.8** Proposers must provide a three year Salary Pay Rate Table of Contractor employees placed in The School District of the City of Saginaw. In addition, proposers must include starting salary rates for new employees. (To be referenced as Schedule 7).
- **1.10.9** Proposers shall provide an Employee Benefit Table listing eligibility criteria, and level of Contractor coverage, including, but not limited to, medical, dental, vision, life, short and long term disability, retirement, etc. Proposer should also indicate the percentage of employee/employer contribution for each. (To be referenced as Schedule 8).
- **1.10.10** Proposers must provide a transition plan of action (outline form acceptable) to transfer from current operated custodial/maintenance service to Contractor operated custodial/maintenance service. (To be referenced as <u>Schedule 9</u>).
- **1.10.11** Proposers must provide a Staff continuity plan showing expected turnover rates for staff and how the Contractor will address the need to prevent excessive turnover of staff. The Contractor will also show how it will address absences in the event an employee is not available. (To be referenced as Schedule 10).
- **1.10.12** Proposers must provide a worker's compensation experience modification factor on a document from Contractor's worker's compensation insurance Contractor. (To be referenced as Schedule 11).
- **1.10.13** Proposers must demonstrate the ability to secure necessary and adequate cleaning materials to perform the scope of work within their proposed start up time. (To be referenced as Schedule 12).
- **1.10.14** Proposers must provide evidence of all aspects of their facilities management and technical capabilities. These should include human resources services, computer systems and capabilities, training programs for management and non-management personnel. The Proposers initial and on-going training program shall include an itemized list of topics and the number of hours per year each of the Contractor's employees are required to complete. (To be referenced as Schedule 13).
- **1.10.15** Proposers must provide a sworn and notarized Familial Statement. (To be referenced as Schedule 14).
- **1.10.16** Proposers must provide a Bid Bond in the amount equal to 5% of the first year total amount of the Contract. (To be referenced as <u>Schedule 15</u>).
- 1.10.17 Proposers shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and The School District of the City of Saginaw. Proposers must provide evidence of insurance in the amount of \$5 Million. Such insurance

coverage shall include and provide protection to The School District of the City of Saginaw for environmental hazards. (To be referenced as <u>Schedule 16</u>).

- **1.10.18** Proposers shall provide documentation of sufficient financial resources which shall include a recent audited Financial Report to provide management services for a district of this size and complexity. (To be referenced as <u>Schedule 17</u>).
- **1.10.19** Proposers must describe any other resources to be provided by your Contractor, not listed above, which would result in safe and efficient custodial/maintenance services. (To be referenced as Schedule 18).
- **1.10.20** Proposers must provide a letter agreeing to be bound by the terms and conditions in this RFP and Proposer's Proposal and the Contract. (To be referenced as <u>Schedule 19</u>).
- 1.10.21 Listing of all litigation or regulatory proceedings within the United States within the past five years as it pertains to (i) school districts in which the Proposer has been a party to Contracts similar to this Contract, (ii) supplies, equipment or services of the type which are the subject of the proposed Contract/Signatures, or (iii) non-compliance of the Proposer's supplies, equipment and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements. (To be referenced as Schedule 20).

1.11 PROOF OF QUALIFICATIONS

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

1.12 **EMPLOYEES**

It must be understood that this RFP provides for the selection of a professional Contractor to provide Custodial/ Maintenance Services, including any applicable extracurricular or nighttime activities, for all eligible students within The School District of the City of Saginaw. It will be incumbent upon the Proposer to staff the operation as required to perform the Custodial/ Maintenance Services as listed. If the contractor so chooses, any current employee may be given the opportunity to apply for available positions. The Proposer will be required to interview all current district employees and they should be given preference in hiring see **APPENDIX I** for current positions, vacancies and pay rates. The assigned Manager who will be responsible for the performance of the Contract will be assigned to the Saginaw Public School District as long as the employee is employed by the Contractor.

1.13 CONTRACTOR'S RESPONSIBILITY

All experienced and qualified Proposers are requested to submit a Proposal based on its experience and capability. The School District of the City of Saginaw will select the Proposer deemed to serve the best interests of the School District to proceed with the negotiation process. Saginaw Public Schools in its sole discretion reserves the right to request Post-Proposal interviews from all, some or none of the Proposers.

1.14 ORAL INTERVIEW

The School District of the City of Saginaw will require qualified companies to participate in an interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and the Contract. In that case, The School District of the City of Saginaw will notify the qualified Contractor.

1.15 EVALUATION OF PROPOSALS

Each Proposer submitting a Proposal should understand that the nature of The School District of the City of Saginaw's custodial/maintenance operation is so complex that each and every facet of the operation may not be detailed in this RFP. The Proposer must document their expertise, experience, and approach based on their grasp of the School District's requirements. The mandatory Pre-Proposal meeting and site visits will afford the Proposer to ask the necessary questions. The Proposal must be

complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- Cost 50%
- Experience and Reliability 30%
- Turnover Rate 10%
- Other Factors 10%

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

2 **GENERAL PROVISIONS**

2.1 CONTRACT DURATION AND CHARACTERISTICS

- **2.1.1 Term:** The Contract, attached hereto as Appendix H, shall serve as a draft contract between the Contractor and The School District of the City of Saginaw. It will contain details relative to the Custodial/ Maintenance Services of The School District of the City of Saginaw and the terms and conditions under which the Custodial/ Maintenance Services shall be provided by the successful Proposer. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Proposer relative to this RFP and the Contract shall be enumerated by the Proposer and be submitted as part of its Proposal; as referenced in Schedule 3 of the Proposal. Following selection of the successful Proposer by the School District, the Contract will be finalized by the parties. Below are various pieces of information relative to selected provisions of the Contract and/or the expectations of The School District of the City of Saginaw relative to the provision of Custodial/ Maintenance Services. This information is provided to assist the Proposer in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Proposer. To the extent Capitalized terms are used throughout the remainder of this RFP, those terms shall have the same meaning as defined in the Contract. The Contract period shall begin on July 1st, 2023. At that time, the Proposer will have all necessary employees hired and ready to begin work.
- 2.1.2 Renewal Provisions: The School District of the City of Saginaw plans to award a Contract to the Contractor as a result of this RFP for a term of one (1) years. The School District of the City of Saginaw reserves the right to negotiate three additional one (1) year terms with cost savings; upon the successful annual review of performance at the sole discretion of the Saginaw Board of Education.
- **2.1.3 Cost Indexing:** Compensation for the custodial maintenance services described herein shall be fixed for years one, two and three and negotiable for years four and five.

Compensation for each subsequent year of the Term of the Contract shall be adjusted by the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Saginaw Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. Any such increase, however, shall not exceed three (3) percent in any subsequent year of the Contract.

- **2.1.4 Unusual Cost Increases:** As per section 2.1.3 The School District of the City of Saginaw is not responsible for any unexpected cost increases.
- **2.1.5** Target and Non-target Services: The School District of the City of Saginaw is seeking costs expressed in two (2) ways:

<u>Target:</u> Each Proposer shall quote the overall target price for meeting the School District's custodial needs by delineating the target costs. This pricing shall contain all known and anticipated services set forth in the RFP, the Contract, and information provided by The School District of the City of Saginaw and on-site visits, and shall be quoted in a lump sum, to not exceed form by major function (cleaning, maintenance, supplies etc.).

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

Non-target: Non-target pricing will be for services needed for non-school activities.

2.2 SAGINAW PUBLIC SCHOOLS - CONTRACTOR COMMUNICATIONS

- 2.2.1 <u>Saginaw Public Schools Contractor Liaison:</u> The Contractor shall designate a liaison to be available to communicate with the School District and Administrators as per all specifications described herein. The School District of the City of Saginaw liaison shall be the Operations Manager. Any notices or other communication hereunder shall be in writing, shall be hand-delivered or sent via messenger or courier or registered or certified mail, and shall be deemed given when received, when delivered and addressed to each party; the awarded Contractor and the School District.
- **2.2.2 Provision of Notice:** All notices given pursuant to this Contract shall be in writing and may be hand delivered, or shall be deemed when received. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.
- 2.2.3 Saginaw Public Schools Obligation and Non-appropriation of Funds:
 Subject to the State of Michigan funding, and enrollment statistics, The School District of the City of Saginaw represents that it has adequate funds to meet its obligations under any Contract awarded as a result of this RFP during the current fiscal year; that it intends to maintain any Contract awarded as a result of this RFP for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such said Contract period. However, if adequate funds become unavailable at anytime during such Contract period(s) to continue funding for any Contract award as a result of this RFP, the School Districts obligation under such Contract(s) will terminate as of the date that the funding expires without further obligation to the awarded Contractor.

2.3 LEGAL INTREPRETATION PROVISION

2.3.1 **Definitions:**

"Contract" means the Contract attached here to in Appendix H, which

incorporated this RFP and the Contractor's Proposal.

<u>"Facilities"</u> "Facilities" means any equipment, facility, and land or real estate owned or controlled by Saginaw Public Schools.

or controlled by Saginaw Public Schools.

"Proposal" "Proposal" means a response to this RFP submitted in accordance with

the RFP.

"Proposer" means any Custodial and Maintenance Services Contractor

submitting an Intent to Respond, and submitting a Proposal to The School District of the City of Saginaw for Custodial Maintenance Services

by the specified due date in accordance with the RFP.

"Contractor" shall mean the Custodial Maintenance Services Proposer

awarded a Contract to provide Custodial Maintenance Services for The School District of the City of Saginaw in accordance with the RFP and

the successful Contractor's Proposal.

- **Severability:** If any provision or provisions of this RFP and resulting Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way be affected or impaired thereby.
- **Amendments to this Contract:** No modifications or claimed waiver of any provision of the Contract shall be valid except by written amendment signed by authorized representatives of The School District of the City of Saginaw and the Contractor.

2.4 CONTRACTORS GENERAL CONDITIONS

2.4.1 Performance Bond: The successful Proposer may be required to furnish The School District of the City of Saginaw with a satisfactory performance bond equivalent to the first year base bid. If the School District accepts the required alternate, the successful Proposer may bill The School District of the City of Saginaw a lump sum early in the Initial Term of the Contract and with no price mark-up. The cost for the performance bond shall be included as an "add alternate" on the Proposal. The cost quoted should be the first cost, with no price mark-up.

The purpose of the performance bond requirement is to secure the faithful performance of the Contract specifications and to financially protect The School District of the City of Saginaw against the cost to hire a different Contractor to fulfill the Contract requirements unfulfilled by the original Contractor.

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

The School District of the City of Saginaw shall be listed as the obligee on the performance bond.

If The School District of the City of Saginaw requests the Contractor to provide a performance bond in one or more subsequent years of the Contract, the price increase will be limited to 3% per year.

The awarded Contractor will deliver the required performance bond to the School District at the time of the execution of the Contract.

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

The School District of the City of Saginaw shall use its best efforts as reasonably requested by the Contractor to assist the Contractor to comply with any applicable Federal, State or local laws, rules and regulations. The Contractor shall in the performance of Custodial Maintenance Services pursuant to this RFP and Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, and shall hold The School District of the City of Saginaw harmless from any liability from failure of such compliance.

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

- **Taxes:** Contractor is responsible for sales taxes and any other applicable taxes related to the goods and services provided under the Contract.
- **Repairs to Property Damage:** Any damage to Saginaw Public School Facilities or persons, caused by the Contractor, its agents or employees shall be repaired or made whole so that the Facilities are in as good condition as found. All repairs shall be accomplished at no cost to The School District of the City of Saginaw.
- **2.4.6** MIOSHA & OSHA Compliance: All goods or services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.
- 2.4.7 Insurance Requirements:

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

| Policy (a) Workers Compensation | Minimum Limits Statutory |
|--|---|
| (b) Comprehensive General Liability(1) Bodily Injury Liability | \$1,000,000 each person \$1,000,000each occurrence \$2,000,000 aggregate |
| (2) Property Damage Liability | \$1,000,000 each occurrence |
| (c) Comprehensive Automobile Liability(1) Bodily Injury Liability(2) Property Damage Liability | \$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 each occurrence |
| (d) Excess Umbrella Liability Combined Single Limit Bodily Injury and/or Property Damage | \$5,000,000 each occurrence \$5,000,000 aggregate |

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

- ii) Existence of vehicles on Location.
- iii) Contractual obligations.

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

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

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

- Hold Harmless/Indemnification Contract, General Indemnification:

 Contractor agrees to indemnify, defend and hold harmless Saginaw Public Schools, and its Board members in their official and individual capacities, its successors, assignees, employees, Contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the Contractor and/or its officers, directors and employees, agents subcontractors, successors or assigns; (ii) any breach of the terms of the Contract by Contractor; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty made by the Contractor under the Contract. The Contractor agrees to notify The School District of the City of Saginaw by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under the Contract.
- **Entropy 1.4.9** Force Majeure: The Contractor agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the District. Notwithstanding the foregoing, if the performance by either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within said Party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind.

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

- **2.4.10** Contract Assignment or Sub-Contract: The resulting Contract shall not be assigned, transferred, or sublet by the Contractor in whole or in part without the prior written approval of The School District of the City of Saginaw.
- 2.4.11 <u>Contractor Independence:</u> The successful Proposer shall provide all labor and ancillary staff to coordinate all functions under the Contract as to ensure the safe and timely cleaning operations of all eligible Saginaw Public School Facilities. In addition to such other personnel as may be required to administer this Contract, the successful Proposer shall employ and assign a Manager to act as the successful Proposer's designee in all matters relating to the Contract. The School District of the City of Saginaw shall be part of the selection process for the successful Proposer's assigned Manager.
- 2.4.12 Covenant against Contingent Fees: The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon a Contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the School District shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

2.5 STAFFING REQUIREMENTS

- **The School District of the City of Saginaw Philosophy:** It is The School District of the City of Saginaw's intent to provide high-quality custodial/maintenance service and to ensure the safety and comfort of the School Districts staff and students. The Contractor hereby recognizes and agrees to uphold the following general standards for personnel.
 - For the protection of students, persons who have contact with pupils and their families must be of stable personality good moral character, and shall meet or exceed all state mandated certifications. Additionally, all employees shall be conversant in the English language and be able to take direction accordingly.
 - The Contractor shall allow no person to provide custodial/maintenance services if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to provide custodial/maintenance services who is not, at any time, in a condition of mental and emotional stability.
 - The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school property.
- 2.5.2 Pre-Employment Screening: The Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment who will be on District property or in a District facility. The screening program shall be designed to assist the Contractor in determining the candidates' qualifications for work with students in the facility setting. This procedure must be reviewed and approved in advance by the District to ensure compliance with any and all applicable federal and state laws, rules, ordinances, District policies and regulations, licensing and permitting requirement applicable to providing Custodial Maintenance Services contemplated in this Contract, including, but not limited to:
 - 2.5.2.1 Establishing tests acceptable to, and approved by, the District that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and District policy. The Contractor shall have a zero tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on District property.
 - 2.5.2.2 Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor acknowledges and agrees that unless the District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any District premises to carry out the Custodial Maintenance Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the District, or provide written notification to the District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and

criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the District within 3 business days of when any of its agents, employees or representatives who will be on the District's premises to carry out the Custodial Maintenance Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual 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 District, to enable the District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

2.5.3 <u>Drug Use Prevention</u>

- 2.5.3.1 Grounds for Testing: The Contractor shall conduct or cause to be conducted tests acceptable to The School District of the City of Saginaw that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:
 - All permanent or temporary custodial/maintenance employees, or substitute custodians, before the employee first begins work under this Contract; Test results must be obtained before the custodian begins work; and
 - Any person whom the Contractor or the School District has reasonable cause to believe has reported to work or is at work or is on the School District property under the influence of drugs or alcohol.
- 2.5.3.2 **Grounds for Removal from Service:** The Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:
 - If a trainee or employee refuses to submit to a drug test in one of the above described situations;
 - If a trainee or employee possesses, consumes, sells, or dispenses alcoholic beverages, illegal drugs, or controlled substances on The School District of the City of Saginaw property or during the course of providing Custodial Maintenance services to Saginaw Public Schools;

- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing Custodial Maintenance services to The School District of the City of Saginaw or
- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages at any time, if doing so adversely affects the School District, its pupils, or its property;
- If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.
- **2.5.4** Other Requirements: All employees must be at least 18 years of age, be a legal U.S. resident and must be conversant with the English Language and meet all other checks as required by law prior to being placed in a position with the Contractor to work in The School District of the City of Saginaw.

2.6 BUILDING ALARM CODES

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

2.7 SCHOOL DISTRICT OF THE CITY OF SAGINAW DESIGNEE:

The School District of the City of Saginaw designee referred to throughout this RFP will refer to the Operations Manager or his/her designee. The Saginaw Public School Superintendent is authorized to modify this designation.

2.8 KEYS AND FOBS:

Keys and Fobs to the Facilities will be supplied by The School District of the City of Saginaw. All keys/fobs will be issued to, and must be signed out by the Contractor's supervisor/project manager.

- **2.8.1** Initial Issuing of Keys and Fobs: The School District of the City of Saginaw will provide the Contract Supervisor with appropriate keys and fobs for all Facilities.
- **Copying of Keys and Fobs:** At no time will copies be made of any keys or fobs issued. If additional copies are needed, the Contractor must obtain keys from the Operations Manager or his/her designee.
- **2.8.3** Key and Fob Replacement: There will be a \$50.00 charge for the replacement of any lost or stolen key or fob.
- **2.8.4 Key and Fob Inventory:** The School District of the City of Saginaw reserves the right to inventory the Contractor's keys or fobs at any time.
- **Lost Keys and Fobs:** All lost Facility keys and fobs assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys or fobs), must be reported, to The School District of the City of Saginaw's Operations Manager immediately of discovery of the loss.
- **Re-Keying of Locks:** If The School District of the City of Saginaw deems it necessary to re-key any locks due to inadequate key or fob control/management by the Contractor, the total re-keying cost will be deducted from the monthly payment.
- **Security of Keys and Fobs:** The Contractor is prohibited from lending School District Facility keys and fobs to anyone. The Contractor and its employees are also prohibited from leaving key and fob rings in janitor closets or from lying on custodial carts, or otherwise out of their possession. Each instance of The School District of the City of Saginaw observed non-compliance will result in a non-compliance penalty of \$50.

- **Termination of Contract:** All keys and fobs assigned to a Contractor's employee will be returned to The School District of the City of Saginaw's designee when his/her services in the assigned school end. All keys and fobs will be returned to the School Districts Operations Manager at the termination of this Contract.
- **Trading of Keys and Fobs:** Keys and fobs will not be traded between employees nor forwarded to new employees; instead, the keys and fobs must be returned to the School District to be re-issued.

2.9 PROPERTY DAMAGE AND PROTECTION:

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

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

In addition, the Contractor will report, in writing, any items that they did not damage but that require maintenance or repair. All repairs to The School District of the City of Saginaw facilities will be made or facilitated by the Saginaw School District and then reimbursed by the Contractor if appropriate.

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

The Contractor is to secure each section of the school as it is completed.

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

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

2.10 THE SCHOOL DISTRICT OF THE CITY OF SAGINAW'S RIGHTS AND RESPONSIBILITIES

- **2.10.1** Discipline: The Contractor shall report to The School District of the City of Saginaw any incidents of misconduct of the facilities management staff and any corrective action taken. Every staff member shall at all times adhere to The School District of the City of Saginaw's established policies and Regulations.
- 2.10.2 <u>Authority to Remove Equipment from Service:</u> At the request of The School District of the City of Saginaw, the Contractor shall remove immediately from Saginaw Public Schools service any and all District or Contractor equipment that is determined unfit for service by the School District. The School District of the City of Saginaw will provide specific reasons for such requests to remove equipment from service.
- 2.10.3 Authority to Approve, Reject, and to Require Removal of Custodians from The School District of the City of Saginaw Service: The School District of the City of Saginaw reserves the right to approve or reject for School District service under this Contract any and all proposed facilities management staff who may be providing services at any time during the duration of this Contract. Further, at the request of the School District, the Contractor shall immediately remove from service to The School District of the City of Saginaw, any or all facilities management staff, whether permanent, substitute or temporary.

- 2.10.4 Deductions for Temporary School Closures:

 closed for more than three consecutive work days for "acts of God", Facility renovations, and/or a problem with the Facility, The School District of the City of Saginaw's Operations Manager may request that cleaning services be temporarily suspended in the applicable Facility(s). If this occurs, the School Districts 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 School District, the Districts designee will provide as much lead time to the Contractor as possible.
- 2.10.5 <u>Liquidated Damages:</u> To recover losses it suffers (which may be immeasurable) and to discourage poor performance, The School District of the City of Saginaw may assess liquidated damages. These damages accrue in addition to The School District of the City of Saginaw's expectation that it will not pay for any service that has not been provided. The damages will be assessed against the Contractor regardless of whether the actual failure to perform was caused by the Contractor or by sub-contractors.
- **2.10.6** Facility Alarm Code Replacements: There will be a \$50 charge for the replacement or sharing of Facility alarm codes.
- **2.10.7** Equipment: All specified District equipment must remain on site at each site at all times. Failure to provide the equipment listed as per Appendix E of the Contract documented on the premises will result in a non-compliance deduction of \$100 for each occurrence.
- **2.10.8** Excessive Staff Turnover: Managerial positions will not be re-assigned to other Contractor accounts without prior written consent from The School District of the City of Saginaw's Operations Manager or his/her designee.

2.10.9 ID Badges/Uniforms

If a Contract employee is observed at the work site without wearing the Contractor issued ID badge or uniform, the Contractor will be in non-compliance with the Contract.

2.10.10 Fines for MIOSHA Violations

If The School District of the City of Saginaw is assessed any fines for MIOSHA violations arising out of these Contracted services and attributable to the Contractor, the Contractor will reimburse the School District for these fines by commensurately reducing the charges on the monthly invoice.

2.10.11 Improper Chemical Use

If the Contractor uses chemicals or methods that damage The School District of the City of Saginaw property, the Contractor will pay for the cost to restore the School Districts property and/or replacement.

2.10.12 Improperly Securing Facilities

If the Contractor fails to properly secure any Facility, a non-compliance penalty of \$250 per incident will be deducted from the next monthly payment. If the police are dispatched, the Contractor is responsible for the false alarm fee, which will be deducted from the next monthly payment.

2.10.13 Non-answering of Cell Phone Calls or Pages

Calls placed by The School District of the City of Saginaw Superintendent, the School District Operations Manager, or Principal to the Contractor's supervisor that are not answered or returned within 30 minutes after the call is placed will be assessed a \$25 penalty per incident. The deduction will be made on the next month's invoice.

2.10.14 Non-approved Personnel

If a Contractor's employee is observed working in The School District of the City of Saginaw and has not been authorized by the School District's designee to work in the School District,

the Contractor will be in non-compliance with the Contract. The unauthorized employee will immediately vacate the District's property.

2.10.15 Non-inspection

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

2.10.16 Unfilled Employee Absences

Whenever any contractor employees or management are absent from part or all of their School District assignment(s) and a substitute is not provided by the Contractor, the Contractor must deduct the following amount from the next invoice.

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

2.10.17 Services Provided By The School District of the City of Saginaw

The School District of the City of Saginaw is responsible for and shall provide the following:

- Yearly District Calendar
- Hours of Operation
- Necessary space and computer equipment for staff
- List of District Management Personnel and School District retained personnel
- Emergency procedures
- Student Handbook and Saginaw Public School District Policies and Regulations
- Other items mutually agreeable to The School District of the City of Saginaw and the Contractor

2.11 NONDISCRIMINATION

2.11.1 <u>Nondiscrimination in Employment:</u> The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

2.12 PAYMENTS

Contractor will invoice The School District of the City of Saginaw on the first of each month for Custodial/Maintenance Services and supplies provided during the previous month. Payment by Saginaw Public Schools will be due no later than 30 days following receipt of invoice. Invoices for additional work must include the date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized School District person who approved the work to be performed. Only disputed portions of any payment will be withheld until resolved. Once approved invoices are usually paid within 30 days.

2.13 DISPUTE RESOLUTION

In the event of a dispute between The School District of the City of Saginaw and the Contractor, with respect to the Contractors failure to meet the requirements of this Contract, the following steps will be taken:

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

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

2.14 CONTRACTOR'S REPRESENTATIONS

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

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

2.15 CHANGE OF LAW

Notwithstanding anything else to the contrary, in the event any federal, state, local or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event there are other material changes in the requirements of the Board (such as major enrollment changes or additions, which require added equipment), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Custodial/Maintenance Service hereunder, then, in that event, upon written notice to The School District of the City of Saginaw Superintendent or Designee, Contractor may request a renegotiation of this Contract. Such renegotiation will include, but not be limited to, the rates, the payment schedule, duration of the Contract, and levels of service. The Contractor and the School District representatives agree to negotiate in good faith and with due diligence. Any modifications to this Contract resulting from such negotiation(s) will become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Contractor.

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

2.16 SEVERABILITY

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

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

2.17 TERMINATION

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

2.18 Termination for Convenience

Notwithstanding anything herein contained, this Contract may be terminated by The School District of the City of Saginaw, without cause, upon ninety (90) days advance written notice to the Contractor.

3 CONTRACTORS CUSTODIAL OBLIGATIONS

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

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

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

The Contractor is required to quote and provide staffing and scheduling as required. For the afternoon shift it is expected that at each Facility, one of the employees must be able to take direction and give direction to others. As such he/she would be the individual Saginaw Public School personnel would provide daily information to about setups, teacher concerns etc.

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

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

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

In addition to uniforms, all contractor personnel are also required to wear a Contractor-issued ID badge, approved by The School District of the City of Saginaw. The ID badge is to be clearly visible at all times while performing work at Saginaw Public Schools. ID badges are to be worn above the waist.

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

All areas that are identified as "Permit Required" such as asbestos removal - Confined Space, by a sign or tag, require proper entrance in accordance with The School District of the City of Saginaw confined space entry program. Entry into these areas is permitted only by persons who meet the following requirements:

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

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

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

Scheduled use of the Facilities on the weekends will routinely occur. This is relatively common for The School District of the City of Saginaw. The Contractor will be responsible to open and prepare the Facility for scheduled use on a Saturday or Sunday and may include the concession Facilities at the high schools. The Contractor will sometimes be required to provide extra or special coverage on Saturdays and/or Sundays with very short notice. These scheduled events may be related to Saginaw Public School rental Contracts or administrative and staff needs. Services for such work will be billed as extra. Request for extra hours will be agreed upon in advanced with the School District Operations Manager and invoiced separately.

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

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

The School District of the City of Saginaw reserves the right to change any and all of the work schedules and to notify the Contractor of such changes.

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

The School District of the City of Saginaw normally has two custodial work schedules, one for during-school periods, and one for break periods (i.e., winter break, spring vacation, and summer vacation). During break periods, including the summer (mid-June to Labor Day weekend), the School District designee and the Contractor will jointly agree upon an appropriate schedule of cleaning and other activities and may permit or require the Contractor's employees to work during the 7:00 a.m. to 6:00 p.m. time window. In any event, activities particularly in the High Schools and Middle Schools could require staffing later than 6:00 p.m. during break periods and since a number of Facilities have summer activities, the Contractor must schedule summer cleaning around these activities. During the summer months, the Contractor will be required to adequately staff to finish all summer cleaning tasks two weeks prior to the start of school. At a minimum the Contractor must staff each Facility so the hours of operation are consistent with the existing hours as well as staffing to provide the services needed.

During times of construction, The School District of the City of Saginaw designee may re-assign the custodial work normally performed in these areas.

The Contractor is responsible for the security of the Facility during the cleaning operation. If any of the Contractor's employees are scheduled to open or close the Facility, then that employee should have knowledge where breakers, alarm panels for resetting fire alarms are, lighting controls and equipment is, and water main shut off valves. It is incumbent on the Contractor to secure the 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 relocked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not present.

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

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

The Contractor agrees to respond to any emergency requests, including but not limited to, water pick-ups and/or mop-ups made necessary by rain, plumbing failure, leaks, or accidents; 24 hours per day, 7 days per week, 365 days per year. Hourly pricing for this after-hours, emergency service will be requested as per the Proposal format, Schedule 4.

Any additional services of this nature must be pre-approved by the School District 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.

Every effort will be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use will have lights on and doors and windows will remain closed whenever the heating or cooling systems are operating. There shall be no overriding of the heating or cooling units except for needs of after school activities. During the summer months the Facilities will not be air conditioned except areas used for breaks or when in need to extract carpet. The Contractor, in coordination with the School District Operations Manager will review utility use on a monthly basis to make sure the School District policies are being followed. At each Facility and during each shift, there shall be at least one person who will be able to be trained on the proper use to override certain controls.

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 comply with state or federal laws.

The School District of the City of Saginaw reserves the right to require some work on any and all declared holidays. If such work is requested by the School District designee, the Contractor may bill The School District of the City of Saginaw for this work at the hourly rate quoted as per the Proposal Format, Schedule 4.

The Contractor will obtain and maintain at its own expense any necessary licenses and permits to provide the services specified in this Contract. Some examples include pool operator license and a driver's license.

The Contractor will ensure that all applicable equipment manufacturers' recommendations on cleaning are followed. Some examples include wood floor care in gyms, rubber floors, terrazzo flooring, new furniture cleaning, etc.

The Contractor will be responsible for clearing snow and ice, and for distributing ice-melt around doorway entrances and on all sidewalks leading from the District Facilities. This will be on an as needed basis to assure maximum safety for Facility users. The School District may have new concrete surfaces that must be treated with appropriate ice melters other than salt. Assigned staff, where available, will also be responsible for the operation of powered snow removal equipment. The purchase of ice melt/salt and gasoline for the snow removal equipment is provided by the district.

Custodians are required to work on all "acts of God" days. In addition to snow removal around school entrances, they will be required to perform select other tasks listed on the Cleaning Frequency Requirements. On "acts of God" days, The School District of the City of Saginaw's designee in consultation with the Contractor may permit the afternoon shift custodians to begin work earlier in the day instead of their afternoon start time.

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 Saginaw Schools designee.

3.1 MANAGEMENT

The Contractor will provide management and clerical staff to coordinate all Contractor functions described in the RFP and Contract. Saginaw Schools' will have oversight management staff for its own use, so as to ensure a smooth transition. This staff member shall ensure that Contractor meets the needs and/or exceeds the current service level currently maintained by the School District. In addition to such other personnel as may be required to administer the Contract, the Contractor shall employ and assign a responsible project manager to act as the Contractor's designee in all matters relating to the Contract and to the work to be done. At a minimum the Contractor's operations office shall be adequately staffed from 5:30 a.m. to 5:30 p.m. during all days that school is in session. The Contractor agrees to advise The School District of the City of Saginaw on a mutually agreed upon monthly schedule regarding organization and operations matters concerning custodial services. At Saginaw Public Schools expense, suitable office space, phone, computer and furniture will be provided for clerical staff and one manager. Space will also be made available for the Contractor's employees to have lunch and secure personal items.

3.2 OPERATIONS

- **3.2.1** Operating Requirements: The Contractor shall provide all custodial services necessary to meet Saginaw Public Schools routine needs. Service shall be provided on school days and on other days designated by the School District.
- **3.2.2** Scheduling: The Contractor will schedule custodians determined by The School District of the City of Saginaw needs in years one, two and three and every subsequent year of the Contract.
 - **3.2.2.1 Changes in Assignments:** Custodians shall be permanently assigned to the same Facility whenever possible. If a change is made to a permanent assignment during the course of the academic year, the Contractor shall notify the School District as soon as possible.
 - **3.2.2.2 Changes in Established Facility Time Schedules:** Changes to schedules shall be implemented by the Contractor as soon as possible but in no case more than five calendar days later than notification of the change is received by the Contract manager responsible for service to The School District of the City of Saginaw.
 - **3.2.2.3 Changes in School Schedules:** It is expected the Contractor will work when the schools are closed due to inclement weather or other facility related closings. If the Superintendent of The School District of the City of Saginaw does close to ensure the health and safety of any person or for any other lawful reason, then the School District shall not be obligated to pay for any services hereunder provided the School District has notified the Contractor by 5:30 a.m. of the day the District and/or individual schools are to be closed.

3.3 CUSTODIAL TRAINING REQUIREMENTS

The Contractor will provide or arrange for any such legally required or other training as is needed to ensure that qualified custodians are available to provide services described in the Contract.

3.3.1 Pre-service Training and on-going Training: Once a year the School District of the City of Saginaw maintains 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 contractor is to have in-place, an on-going, effective and documented training program that consists of two parts, each of which provides all local, state and federally mandated training and contains, at a minimum:

ORIENTATION PROGRAM BEFORE PLACEMENT IN THE SAGINAW PUBLIC SCHOOL DISTRICT:

AHERA

Asbestos Floor Tile Care

Basic General Cleaning Procedures

Blood-borne Pathogens

Carpet Care and Cleaning

Custodial Handbook Review

Hard Floor Care and Cleaning

Lock-out/Tag-out Procedures

Infection Control

Ladder Safety

Personal Grooming

Right-to-Know including Material Safety Data Sheets (MSDS)

Safety

Sexual Harassment

Wood Floor Care and Cleaning

The Contractor will provide written documentation of Contract employees who have attended such a program, including date and time, to The School District of the City of Saginaw designee prior to being placed in the School District.

ONGOING TRAINING PROGRAM AFTER PLACEMENT IN SAGINAW PUBLIC SCHOOLS:

The Contractor will provide at least 12 hours of job-related training per year to each employee. Recommended topics are as follows:

American Disabilities Act

Asbestos Floor Tile Care

Auto Scrubbing

Basic Restroom Cleaning

Blood-borne Pathogens

Carpet Extraction

Carpet Spot Removal

Carpet Vacuuming

Ceiling/Wall Washing

Chemical Safety

Cleaning Standards

Confined Spaces

Daily Restroom Cleaning

Damp/Wet Mopping

Dust Mopping

Equipment Checks

Equipment Usage

Ergonomics

Fabric/Upholstery Cleaning

Furniture Cleaning

Infection Control

Job Preparation and Clean up

Ladder Safety

Lifting Techniques
Lock-out/Tag-out Procedures
Office Cleaning
Right to Know Safety Including Material Safety Data Sheets (MSDS)
Sexual Harassment
Slips/Trips/Falls
Spray Buffing
Stripping/Refinishing Floors
Team Facility
Window Blind Cleaning
Window Washing
Wood Floor Care and Cleaning

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

- Safety Program: Safety is a paramount concern of The School District of the City of Saginaw. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for custodians. The Contractor shall conduct a minimum of four (4) safety meetings each school year, and custodians shall be required to attend. In the event a custodian fails to attend two (2) or more of these safety meetings, the custodian will be subject to suspension. The agendas of the meetings shall be available for inspection by Saginaw Public Schools on request.
- 3.3.3 <u>Employee Training Participation:</u> At no cost to The School District of the City of Saginaw, the Contractor shall make all custodians assigned to the School District available to The School District of the City of Saginaw personnel for at least two (2) two hour sessions per year in addition to training programs. The purpose of these sessions is to solicit the staff's suggestions and their evaluations of policies and practices and other School District concerns.
- Mandated and Requested Equipment Modifications: If, during the period of the Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, or if special equipment or devices are required or requested by The School District of the City of Saginaw; such modifications or installations shall be made by the Contractor after notification and approval from the School District. The cost of providing such apparatus, and of modification and installation, shall be mutually agreed upon by The School District of the City of Saginaw and the Contractor on a non-target unit cost basis. The Contractor shall be responsible for the maintenance of such apparatus, as described herein.
- **Physical Locations and Control of Equipment:** Equipment shall remain at any respective locations or Facilities, and shall not be moved to another location or Facility, unless approval is granted in advance and in writing by Saginaw Public Schools.

3.4 MAINTENANCE STANDARDS

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

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

3.5 SUPPLIES

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

3.6 CONTRACTOR'S RECORDS AND REPORTING REQUIREMENTS

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

3.6.1 Records to be maintained by the Contractor

- 3.6.1.1 Operating Records: The Contractor shall maintain, for a minimum of one (1) academic year, daily records indicating absenteeism per building, supplies used per building, employee hours per Facility, accident occurrences and building complaints.
- 3.6.1.2 **Personnel Records:** The Contractor shall maintain records for seven (7) years, at no cost to the School District: that include documentation of all facilities management, and support staff compliance with all legal requirements and with all standards and requirements set forth in this Contract.
- 3.6.2 Reports to be submitted regularly to The School District of the City of Saginaw by the Contractor: If any of the following events occur during the Contractor's performance of this Contract, the Contractor shall report to The School District of the City of Saginaw the described information within a period of two (2) working days.
 - 3.6.2.1 **MIOSHA:** Before bringing any new chemicals on site, the contractor must provide one copy of the Material Safety Data Sheets (MSDS) to The School District of the City of Saginaw designee.

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

- 3.6.2.2 **Procedures:** The Contractor will maintain, in each Facility, a Procedures Manual, indexed and containing the following sections, specific for that Facility that will include, at a minimum:
 - 1. Contractor's standard policies and procedures
 - 2. Daily routines or schedules for custodians assigned to the Facility.
 - 3. Emergency and safety procedures
 - 4. List of equipment maintained in the Facility.
 - 5. Maintenance and use manuals for all custodian equipment in the Facility
 - 6. List of all custodians assigned to each school (for contact purposes)
 - 7. Standard cleaning procedures

3.6.2.3 Accident Reports

All accidents or incidents involving The School District of the City of Saginaw students, staff, and equipment shall be verbally reported to the School District immediately. A verbal notification to the Operations Manager of the incident shall be reported immediately. A written report shall be submitted to Saginaw Public Schools by the Contractor within two (2) working days.

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

- Whether students or staff were involved in the accident;
- Whether any injury occurred;
- The facilities management staff, location, involvement of equipment, and nature and extent of any property damage;
- The Contractor's assessment of chargeability of the accident; and
- Accident and incident reports completed by the Contractor's management and by drivers.

The Contractor shall provide to The School District of the City of Saginaw any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available.

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

3.7 QUALITY CONTROL/INSPECTIONS:

The Contractor's supervisor/project manager, The School District of the City of Saginaw Designee and other personnel as deemed appropriate by the School District Designee will perform Monthly 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 Contractor will maintain historic inspections of each area(s) the employee is responsible for. The Contract supervisor(s) will use the required inspection forms or pre-printed forms mutually agreed upon between The School District of the City of Saginaw and the Contractor. Upon completion of each inspection, the Contractor will provide a copy of the inspection form to the School District administrator(s) present during the inspection before leaving the school.

An inspection of all Facilities will be conducted prior to the start of each school year by a team of Saginaw Public School personnel. This requirement is not intended to limit the Contractors responsibility to inspect or control its own work, nor does it limit The School District of the City of Saginaw's right to inspect any Facility at any time.

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

The School District of the City of Saginaw Superintendent, the School District Operations Manager, and the Principals may also periodically inspect the schools and will report any deficiencies and all unsatisfactory performance to the Contractor.

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

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

4 CONTRACTORS MAINTENANCE OBLIGATIONS

The Contractor shall provide all personnel, supervision, management, transportation and personal use safety equipment required to perform the facilities and equipment maintenance and support services required by this scope of work. Office space, warehouse space, non-management transportation, equipment, and maintenance supplies required to perform services will be furnished by the District as set forth in the scope of work.

4.1 EMERGENCY OPERATIONS

The Contractor shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The Contractor and staff shall become thoroughly familiar with the occupancy emergency plans at each site. Participation in emergency plans shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The Contractor shall be responsible for supporting the emergency plans by performing specific actions as required by the District.

4.2 FACILITY OPERATIONS BASIC SERVICES

The basic services portion of this requirement is intended to encompass performance of all services to:

- Operate and maintain the facilities
- Perform all service calls and repairs issued by Work Order Requests
- Perform preventive maintenance and certification
- Provide the services to manage the work at each location
- Assist in project planning, proposal development activities, and cost estimating of all work as requested by the District for outsourcing work
- Maintain compliance with all local, state and federal requirements and applicable industry standards.

The Contractor shall provide all services to operate the facilities as described below.

4.2.1. Building Maintenance Plan:

The Contractor shall update as called for below and successfully implement a Building Maintenance Plan for each facility at each site. The Contractor shall review these plans at least annually (within the first 30 days of each option period) and revise the plans as necessary. All revised plans shall be submitted to the Operations Manager or designee prior to implementing a revised Building Maintenance Plan. Someone will provide written acceptance or reject the plan within 30 days.

4.2.2 Instructions:

Within thirty (30) days of the award of the contract, the Contractor shall develop specific written Standard Operating Procedures for Contractor personnel to implement the accepted Building Maintenance Plan. These instructions shall be used by Contractor personnel in daily performance of work and shall be made available to the Operations Manager and other District personnel upon request.

4.2.3 Equipment Checks:

The Contractor shall perform periodic unscheduled and scheduled checks of the building equipment to verify the equipment is in good working order in accordance with District's authorized preventive maintenance schedule.

4.2.3.1. System Equipment Configuration, Set Points, and Operating Parameters:

The Contractor shall make necessary changes to the established equipment configuration or the programming/operating sequence of control systems for fire alarm, HVAC, mechanical, or electrical systems in facilities. Any changes in such

systems shall not interfere with the recommended manufacturers' specifications or warranty requirements so as to not impair or cause unnecessary wear and tear on equipment. Upon completion of any maintenance or repair work, the equipment and its components shall be clean and shall have no missing or damaged parts. All replaced parts and equipment shall be removed from the site immediately and disposed of properly. Work areas shall be broom swept/vacuumed clean prior to departure. The equipment shall operate within the equipment manufacturer's design criteria levels. Any major changes in operations should be brought to the attention of the Operations Manager or designee.

4.2.3.2. Equipment Condition Report:

The Contractor shall log in the work order system by description and date all equipment that is not fully operational, the action taken to remedy the situation and a proposed estimated time for the equipment to be returned to operational status.

4.2.4 Maintenance of Equipment Rooms and Contractor Spaces:

The Contractor shall maintain building equipment, equipment machine rooms, shops, and office spaces in a manner that results in a neat and clean appearance as identified during the initial phase-in inspection. All areas shall be kept free of extraneous materials, swept, and dusted. Any Contractor damage to walls, ceilings, floors, pipes, ducts, or exteriors of equipment shall be repaired and the finish shall be returned to match the existing condition.

4.2.5 Painting and Corrosion Control:

Painting included in the basic services portion of this contract is limited to, touching up interior and exterior structural surfaces including but not limited to walls, ceilings, doors, trim, windows, floors, hand railings, metal surfaces, installed building equipment, road and parking lot striping, and surfaces disrupted during the performance of maintenance, including but not limited to mechanical equipment, piping and insulation, duct work, machine room walls, ceilings, and floors.

Additional painting may be ordered under additional services and may require interior coatings including all surfaces in the interior of a building, including ceilings, walls, partitions, doors and trim, windows, and floors. All applications of paint shall match the existing paint and meet the paint standards established by the District.

4.2.6 Service Calls:

The Contractor shall receive, respond to, complete, and document all service calls received by the District through the work order system in a timely manner.

4.2.6.1 Service Call Database:

The Contractor shall maintain a Service Call database containing the following information:

- (1) Details of Customer request
- (2) Description of Work Performed
- (3) Predominant Trade of Work used
- (4) Date and Time of Arrival at the Service Call site
- (5) Date and Time Service Call completed
- (6) Number of Labor Hours
- (7) Cost of Materials (purchase price)
- (8) District Point of Contact (POC) name and phone number
- (9) Name and Signature of Craftsman
- (10) Additional comments on work
- (11) Warranty information

4.2.6.2 General Service Call Requirements:

Service Calls are initiated by District personnel and are defined as unscheduled building related problems. Examples include, but are not limited to taking measures to respond to and correct building related deficiencies such as malfunctioning HVAC

systems resulting in hot/cold complaints, miscellaneous electrical, plumbing, architectural, carpentry, and structural system repairs, etc. The Contractor shall respond to and correct these problems as specified herein, including any needed repairs. Service Calls are typically brief in scope, and do not usually require detailed job planning. Should the Contractor identify additional repair/service call work that is needed in the course of performing other work under this contract such as quality control inspections, preventive maintenance, or other service calls, the Contractor shall immediately take care of such issues. The Contractor shall identify repair work as follows: description of work, location of work, and a Contractor point-of-contact. While awaiting service call documentation, the Contractor shall diligently perform all required work discovered in a timely manner and shall remain fully responsible for maintaining effective maintenance and repairs of all building systems and equipment.

4.2.6.3 Service Call Reception:

4.2.6.3.1 Service Call Reception During Regular Work Hours:

The Contractor's personnel will perform Service Call reception during regular working hours, obtain a description of the problem or requested work, date and time received, location, point of contact with telephone number, and other appropriate information and classify each call with a Task Priority of I, II or III as described below. If the call is classified as Emergency or Urgent, the Contractor's personnel will notify the Operations Manager by phone or voice communication that an emergency or urgent work order ticket has been issued.

4.2.6.3.2 Service Call Reception after Normal District Working Hours:

The Contractor shall provide the District with a list of qualified personnel (and pager and cell phone numbers) to be called when emergency service is required after normal District working hours. The Contractor's telephone service shall also have a voice mail message providing the emergency number to those called after hours. The Contractor shall respond to the emergency within two hours and shall work the emergency requirement until completion. The following day, the Contractor shall fill out a Work Order Form to include a description of the afterhours work or problem, date and time received, date and time responded to, location, and caller's name and telephone number for each call received. These forms shall be maintained at the Contractor's facility but may be requested by the District from time to time.

4.2.6.3.3 Emergency Service Calls (Priority I):

Emergency Service Calls consist of correcting failures on equipment or structures which would immediately threaten personnel and property and may result in a work stoppage until the support service or repair work is successfully completed. Examples include, broken water pipes, electrical outages, HVAC outages on critical equipment, clogged drains where sewage backup/overflow exists, oil or gas leaks, inoperable pumps, electrical hazards which may cause fire or shock, repairs to critical mechanical systems, roof leaks, security concerns such as locking and unlocking of exterior locks and doors, etc. The Contractor shall respond immediately and be on the job site and working within 10 minutes after receipt of an Emergency Service Call. The Contractor shall work continuously without interruption and shall correct or secure the emergency condition before departing the job site. All work on the service call shall be completed in two calendar days or less. However, if the situation is impacting school operations, is considered a safety hazard or may result in detrimental damage to the facility or equipment, the Contractor shall work continuously without stopping until the repairs are successfully made and or there is no longer any impact on school operations or employees.

4.2.6.3.4 Urgent Service Calls (Priority II):

Urgent Service Calls correct failures which do not immediately threaten personnel or property, but which could soon inconvenience and/or affect the health of personnel, lead to property damage, increase the risk of equipment failure, or lead to disruptions in school operations. The Contractor shall respond and be on the job site and working within 2 working hours after receipt of an Urgent Service Call when the call is received during regular working hours. The Contractor shall respond on the next business day if the urgent service call is issued after normal work hours. Note: Urgent calls carried over to the following workday must be responded to within one hour of the start of the next workday. Once begun, the work shall be performed to completion within 3 calendar days. Urgent Calls shall normally be accomplished during normal District work hours.

4.2.6.3.5 Routine Service Calls (Priority III):

Service Calls will be classified as Routine when the work does not qualify as an Emergency or Urgent call. Examples of Routine Service Calls include: loose baseboard trim, dripping faucets, broken interior locksets, floor tile, damaged wall, etc. The Contractor shall contact the school reporting the need for service condition within 2 days of receipt of the routine service call. Routine Service Calls shall be completed and closed within 10 work days.

Service Call Response/Completion Requirements:

Emergency: Respond within 10 minutes of notification and work to

completion or contain the emergency. Complete all

work in 2 days.

Temperature: Respond within 1 hour and alleviate the discomfort.

Work to completion.

Urgent: Respond within 2 hours of notification during normal

work hours or start of next workday. Complete all work

within 3 days.

Routine: Respond to customer within 2 days of notification

received. Complete work within 10 work days.

The Contractor shall perform service calls in accordance with the abovementioned requirements to ensure quality customer service and continuity of operations and/or to return equipment to operational service as soon as possible. If repairs cannot be accomplished within these time frames due to circumstances beyond the Contractor's control, the Contractor shall provide within 24 hours the following to the Operations Manager:

- A written explanation for the delay
- The estimated time for completion
- Evidence showing that the Contractor has made every effort to comply with the contract service call time frames.

4.2.7 Request for Issue of District Furnished Supplies:

The Contractor shall identify supplies needed to perform tasks by filing a "Requisition" in the District's database. Upon receipt of the Operations Managers approval of the request, (i.e., a Purchase Order) the required supplies shall be obtained.

4.2.8 Task Planning and Control:

The Contractor shall proactively generate work orders, plan, prioritize, and distribute tasks based on generated work orders. The Contractor shall document the next day's unscheduled task requirements not later than the normal duty day close of business. These daily task requirements shall be distributed to appropriate Contractor personnel in time for work the next day. The Contractor shall generate and maintain a record of work requests and resulting

accomplished tasks. The Contractor shall provide a summary of completed work requests by location to the Operations Manager or designee twice per month.

4.2.9 Technical Assistance:

The Contractor shall provide technical assistance, to answer technical questions, escort and work with consultants (hired by the District or Contractor) on building related projects, draw technical sketches, review technical drawings, and provide advice to District representatives in all operation, maintenance, repair, and building or system upgrades relating to the buildings covered by this contract.

4.2.10 Maintenance Management System:

The Contractor shall also be responsible to maintain an equipment history for all service calls (work orders), repairs, and Preventive Maintenance (PM) performed on each piece of building equipment in inventory. The Contractor shall update all equipment history records within 7 days after service calls, repairs, or PM activities have occurred.

4.2.10.1. Changes in Equipment Inventory:

The Contractor shall maintain and update building equipment data.

4.2.10.2. New Facilities:

Following the acceptance of a newly constructed facilities (or following major renovation), all facilities shall be entered into the Contractor's recordkeeping systems within thirty (30) days.

4.2.11 Preventive Maintenance (PM) and Certification:

The Contractor shall schedule, perform, and document all required PM and equipment certifications. The Contractor shall be required to provide this log to the District upon request. PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration, corrosion control, touch-up painting, and minor part/component replacement (e.g. filters, belts, hoses, fluids, hardware) as required to increase the reliability and effectiveness of equipment by minimizing malfunction, breakdown, and deterioration of equipment; and the identifying of any repairs required to bring the equipment up to the manufacturer's operating standards. Preventive maintenance checklists adopted from the R.S. Means recommended standards, shall serve as the minimum acceptable preventive maintenance performed by the Contractor. In the absence of checklist being available for a particular piece of equipment or system, the Contractor shall follow the manufacturer's documented preventive maintenance standards.

4.2.12 Preventive Maintenance Performance and Scheduling:

4.2.12.1 General Preventive Maintenance:

The Contractor shall perform all PM services required to effectively maintain all building equipment and systems in accordance with the standards adopted by the District. The Contractor shall document all PM tasks and activities. The Contractor shall provide a new PM schedule and task lists and/or modify the current PM schedule based on current contract requirements and the up-to-date equipment inventory during the first 30 days of the equipment's phase-in period. The Contractor shall produce PM work orders in accordance with the approved schedule. Subsequently, the Contractor shall review the PM schedule and equipment inventory on an annual basis and make appropriate adjustments to the schedule and records accordingly.

4.2.12.2 Special Preventive Maintenance

The Contractor shall prepare a separate PM schedule for all building equipment that requires a substantial outage of building systems before PM can be performed. The schedule shall include all equipment such as switchgear, HVAC, Uninterrupted Power Supply (UPS), etc. that can only be accomplished with a substantial outage that will shut down operations. The PM for this equipment shall be scheduled and accomplished as approved during two (2) Holiday and/or weekend.

It is the Contractor's responsibility to maintain all of the building's equipment/systems. Therefore, in the absence of a specific PM guide/checklist being available for certain equipment, the Contractor shall perform preventive maintenance in accordance with the manufacturer's recommendations. The Contractor shall develop and submit a written proposed guide within seven (7) calendar days after the discovery that PM guides/checklists are not available for certain equipment to be maintained.

4.2.12.3 Change in Preventive Maintenance Schedule

If the Contractor believes that any provided PM guide/checklist included in this contract provides a lower quantity and or quality of PM than is required either by the equipment manufacturer, the Contractor may develop and use revised PM guides. The Contractor shall notify the District when it has done so. Upon request, the District shall be provided copies of these guides. These guide(s) must be in the same format as the District adopted guides and include similar information regarding a description of work to be done, amount of time required to perform the work, and the frequency at which the work must be performed.

4.2.12.4 PM Documentation:

After PM work is completed, the Contractor shall document the results of such PM on the PM work order. The Contractor shall maintain each completed PM work order in an orderly filing system for the duration of the contract. Defects or deficiencies identified by the Contractor during PM activities that may result in risk to persons or property shall be noted. Other defects or deficiencies identified during performance of the PM shall be reported on the daily equipment condition report for subsequent issuance of a service call for correction of the defects or deficiencies. The following minimum information shall be entered on the PM work order form by the Contractor:

- (1) Date of PM work completed
- (2) Actual man-hours expended
- (3) Employee ID that performed the PM
- (4) List of materials used
- (5) Cost estimate of materials used
- (6) List of defects or deficiencies noted during PM and corrected
- (7) List of defects not corrected
- (8) Service Order required to correct deficiencies not corrected during PM (YES / NO)
- (9) Working estimate of man-hours and materials needed to correct defect or deficiency
- (10) Equipment ID number (for equipment history records)

4.2.13 Inventory and Warehouse:

Contractor will operate and maintain District owned inventory system.

4.2.14 Certification Inspection and Testing:

Certification testing of grounding systems, fire detection, alarm, and suppression systems, backflow preventers, etc. shall be conducted such that all equipment certification is current. All certification testing shall be coordinated by the Contractor but shall be accomplished by an independent testing firm not affiliated with the Contractor at no additional cost to the District.

The Contractor shall schedule certification testing such that all equipment or facilities remain in certification. All certifications required less frequently than annually (i.e., every 2 years, every 3 years, every 5 years, etc.) shall be scheduled and performed initially during the Base Year. The Contractor may request to delay the initial performance into option years by developing and submitting to the Operations Manager, specific justification for the delay and a detailed schedule for all performance years.

4.2.15 Miscellaneous:

As part of basic services, the Contractor shall move furniture and equipment in the immediate area of the worksite(s) if required to accomplish any services included in this contract. In addition, the furniture and/or equipment shall also be relocated back into the original location after work has been completed. All work shall be done with minimum interference to District personnel and school operations.

4.3 PERSONNEL

All employees will be under the employment of the Contractor.

4.3.1 Authority:

The Operations Manager shall have full authority to act for the Contractor on all matters relating to this contract.

4.3.2 Contractor Employees:

The Contractor shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The minimum acceptable personnel qualifications for the positions are shown below. The Contractor shall adhere to any special certification, licenses, or training requirements required by Federal, State or Local Jurisdictions. The Contractor shall submit evidence of personnel qualifications to the District in their Proposal.

Resumes of all other personnel shall be provided to the District 30 days prior to the contract start date and subsequently any key replacement personnel resumes shall be provided to the District for approval/ consideration at least twenty one (21) days in advance of when the Contractor wants the employee to begin work. All replacement personnel shall meet or exceed all of the original personnel qualification requirements.

The Contractor shall not employ persons for work on this contract who are identified or suspect to the Contractor as a potential threat to the health, safety, security, general well being or operational mission of the facilities.

District retains the right to request a replacement of any employee hired by the Contractor.

Job descriptions must be presented to the District 30 days prior to the start of contract and maintained for each position. Employees hired must meet the necessary qualifications listed in each of the job descriptions.

4.3.3 Identification:

Contractor employees shall present a neat appearance and be easily recognized as Contractor employees. This will be accomplished by wearing distinctive clothing bearing the name of the Contractor, and by wearing badges bearing the Contractor's name and the employee's name. Employees shall be able to read, write, speak, and understand English.

4.3.4 Notification of Key Employee Change:

Contractor shall notify the District prior to key employee replacement.

4.3.5 Replacement Employees:

The Contractor at its cost shall ensure that replacement employees are assigned to cover all employee absences, such as extended vacation leave, sick leave or separation.

4.4 POSITION SPECIFICS

4.4.1 Director of Maintenance:

The Contractor shall provide an on-site Director of Maintenance who shall be responsible for the performance of the services required by this contract. The District shall have input in the selection of a Director to be assigned to its facilities and shall also retain the right to request a replacement of said Director. The name of the Director of Maintenance and an alternate,

who shall act for the Contractor when the Director of Maintenance is absent, shall be submitted to the District in writing at contract start and when changes occur. The Director of Maintenance shall be dedicated solely to this contract. The Director of Maintenance shall be available on-site from 7:00 AM to 4:00 PM, Monday-Friday and at any other times required to effectively manage all contract work. During normal District working hours, the Director of Maintenance shall respond to guestions from the Operations Manager or his/her designee within 30 minutes of the request. The Contractor shall, in writing to the Operations Manager, designate another on-site person to act for the Director of Maintenance during any temporary absence of the Director of Maintenance. As a minimum, the Director of Maintenance shall possess at least five (5) years of recent experience (within the past 10 years) as a first line supervisor in directing personnel responsible for accomplishment of similar operations, maintenance, and repair work of equal or greater complexity. Experience shall be in buildings of at least the similar size and characteristics of the building(s) to be operated and maintained. This includes, but is not limited to experience in accomplishing preventive maintenance management and repairs to the following types of systems with similar rated capacities: Uninterruptible Power Supply (UPS) systems, large chiller plants, low pressure boilers, packaged rooftop air conditioning equipment, computerized fire alarm systems, emergency generators, high voltage switchgear, and computerized building automation systems. The Director shall also have experience with building construction similar to the District's facilities (roofs, wall systems, etc.). The pager or cell phone shall enable District personnel to be able to contact the Director of Maintenance 24 hours per day, 365 days per year. Any key management substitutions shall meet or exceed the qualifications of the original person proposed and shall be approved by the District.

4.4.2 Journeyman Electrician:

4.4.2.1 General Requirements:

All certification testing of electrical power distribution equipment shall be performed by Master/Journeyman electricians who are accredited by the National Electrical Testing Association (NETA) or equivalent and have a minimum of five (5) years of field experience. All certification testing of switchgear and breakers shall be performed by an independent bonded testing firm specializing in the type of work.

4.4.2.2 Master Electrician:

The Contractor shall have available to them, a Master Electrician who shall have a Master commercial/industrial license issued by the State of Michigan or other accredited board. The Master Electrician performing Contractor work shall have at least five (5) years experience at the Master level obtained within the past seven (7) years in the field of inspection, testing, troubleshooting, repairing, operating, and performing preventive maintenance on complex electrical power distribution systems. The Master Electrician shall pull electrical permits for the district as required by state or federal law for maintenance repairs.

4.4.2.3 Electrician:

The Contractor shall provide electricians who shall have a journeyman commercial/industrial license issued by a State or other accredited board. Electricians performing Contractor work shall have at least five (5) years experience at the journeyman level obtained within the past seven (7) years in the field of inspection, testing, troubleshooting, repairing, operating, and performing preventive maintenance on complex electrical power distribution systems. The Electrician shall have skills in: reading and interpreting blueprints and working drawings.

4.4.3 HVAC Journeyman:

At a minimum, HVAC mechanics performing Contractor work shall have at least five (5) years experience at the journeyman level obtained within the past seven (7) years in a trade or occupation in maintenance, repair and operation of buildings such as: air conditioning equipment mechanic, refrigeration equipment mechanic, HVAC control systems mechanic, etc. These qualification standards apply to both initial and replacement maintenance

mechanics. Personnel engaged in the maintenance, servicing, and repair of refrigerant-containing equipment/systems shall be trained and certified by an Environmental Protection Agency (EPA)-approved source in the proper handling, recovery, recycling of CFC refrigerants.

The Contractor shall provide an HVAC mechanic dedicated to operation and ongoing maintenance of the building automation system (BAS). This individual shall have a minimum of 5 years experience with a BAS of similar size and technical complexity to the District's current system. This individual shall also be qualified to provide technical assistance and input on new construction and new equipment purchases. Must have demonstrated experience in reading and interpreting blueprints and working drawings and developing, implementing, and managing an energy management program with an emphasis of reducing energy costs.

4.4.4 Maintenance Mechanics:

At a minimum, mechanics shall have five (5) years of experience obtained within the past seven (7) years in a trade or occupation in maintenance, repair, and operation of complex buildings equipment and systems such as performed by a stationary engineer, air conditioning equipment mechanic, maintenance electrician, and/ or maintenance plumber/pipe fitter. The experience shall have included journeyman level experience in at least two of the following trades/activities and relevant knowledge of the remaining trade activities.

- (1) Operating/adjusting building HVAC systems for efficiency and comfort,
- (2) Maintaining/trouble shooting/repairing the following systems/equipment:

Chillers and chilled water systems,

Large Commercial Building HVAC equipment

Boilers and hot water heating systems,

Domestic water and plumbing systems,

Electrical systems including lighting, motors, starters, contactors, etc.

4.4.5 **Specialized Equipment Maintenance:**

The Contractor shall utilize the manufacturer, manufacturer certified service firm, or representatives/specialists who are factory-trained certified technicians to accomplish all scheduled and unscheduled preventive maintenance and repair services on the systems noted below. If the Contractor chooses not to use the manufacturer, or manufacturer certified service firms to perform the work, the Contractor shall provide to the Operations Manager, at the start of the phase-in period, certification(s) by the manufacturer, on manufacturer's letterhead, signed by the appropriate company official, that certain (listed by name) Contractor employee(s) have been trained and certified by the manufacturer to maintain and/or service the equipment for which they will work on. Certifications shall have been within the past three years. Systems requiring specialized maintenance are as follows:

- (1) Fire Alarm Systems
- (2) Emergency diesel and natural gas engine driven generators (annual PM and repairs)
- (3) UPS and RUPS Systems including paralleling switch-gear
- (4) Building Automation Systems

Personnel responsible for the operation of the heating, ventilation and air conditioning systems may be required to be available at earlier or later times other than specified for start up and shut down of HVAC equipment in accordance with the Building Maintenance Plans to ensure that all buildings are within temperature guidelines during normal District work hours, or at times when requests for additional services are granted.

4.4.6 **Journeyman Plumber:**

At a minimum, Contractor shall provide a Journeyman licensed plumber with 10 years demonstrated skills in: reading and interpreting blueprints and working drawings; performing plumbing work; use in care of plumbing tools and equipment; planning and layout of the installation of a plumbing system, as well as knowledge of: methods, practices and safety precautions of the plumbing trade; plumbing codes and building regulations; boiler/water

heater controls and safety; building sprinkler and fire water systems; and irrigation and back flow compliance. Contractor shall have accessibility to a state certified Master Plumber to pull permits as required by state or federal law for maintenance repairs.

4.4.7 Carpenters:

At a minimum, Contractor shall provide staff with 3 years demonstrated skills and knowledge in reading and interpreting blueprints and working drawings, construction, remodeling, and casework trades, practices, procedures, techniques, tools and equipment, materials, specifications, quality control, cost control and safety. Carpenters will need to be skilled at constructing, erecting, installing or repairing finish carpentry, structures and fixtures made of wood, including; building frameworks, partitions, joists, studding, rafters; wood stairways, windows, doors, frames and hardware; cabinets; shelving; siding; or drywall, etc.

4.4.8 General Maintenance:

At a minimum, Contractor shall provide staff with 3 years demonstrated skills and knowledge in general maintenance work. General Maintenance staff shall be versed in mowing, mower repair, snow plowing, plow repair, welding practices, grounds procedures, techniques, tools and equipment, materials, specifications, quality control, cost control and safety. General Maintenance staff will be required to assist the warehouse in furniture transfers and other deliveries and pick-ups as required and other responsibilities listed in the Appendices.

4.5 SAFETY

4.5.1 Vehicle and Traffic Safety:

Contractor's employees who lease or own private vehicles to drive on duty shall comply with licensing laws and regulations and adhere to insurance requirements as required by the State of Michigan. Contractor's vehicles or employee personal vehicles are the responsibility of the Contractor and owner. The District shall not be held liable for any damage.

4.5.2 Accident Reports:

On the job accidents, involving Contractor employees or vehicles shall be reported to the District immediately. A Contractor written report shall be provided within 1 day of the accident to the Operations Manager.

4.6 MEDICAL

In case of on-the-job injury, obtaining medical assistance shall be the Contractor's responsibility. The District will not furnish medical services except as may be needed to temporarily ease pain and suffering in extreme cases of on-the-job injury pending arrival of Contractor arranged evacuation. The District will not be liable for services performed.

The Contractor shall conduct the following training for Contractor personnel at the frequency indicated. Documentation of required training shall be made available to the District upon request.

4.7 TRAINING REQUIREMENTS

Planned annual training must be submitted to the Operations Manager at the beginning of each new year.

4.7.1 Safety Training:

The Contractor shall conduct monthly safety meetings with Contractor employees to ensure compliance with all safety rules, directives and regulations.

4.7.2 Lockout/Tag out Training:

The Contractor shall ensure all personnel performing lockout/tag out (LO/TO) of energy sources, such as electricians and HVAC mechanics are fully trained and the procedures for lockout/tag out are in accordance with current laws and regulations. Required training shall consist of initial training and bi-annual refresher training. Procedures for LO/TO must be adhered to.

4.7.3 Respiratory Protection Training:

The Contractor shall develop and maintain a respiratory protection program in accordance with current laws and regulations.

4.7.4 Sexual Harassment and Equal Employment Opportunity Training:

All Contractor personnel shall receive specific training on prevention of sexual harassment and Federal Equal Employment Opportunity regulations and laws for the work place on an annual basis.

4.8 SAFETY

4.8.1 Occupational Health and Safety Agency (OSHA) Program:

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety Agency (OSHA) current laws and regulations. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Health Agency (OSHA) standards.

4.8.2 OSHA Inspections:

The Contractor's workspace may be inspected periodically by the Safety Department and/or Federal or State Inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance by escorting and cooperating with Federal or State OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by Federal or State OSHA Offices.

4.9 ENVIRONMENTAL REQUIREMENTS

4.9.1 Hazardous Waste Management:

The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); oil, batteries, lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.

4.9.2 <u>Less-than-30-Day Accumulation Site:</u>

The Contractor shall not store hazardous waste on site any longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a contractor qualified to dispose of hazardous waste. The Contractor shall designate a Site Manager who shall inspect the Accumulation Site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

4.9.3 Hazardous Waste Disposal:

Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable Local, State, and Federal laws. This waste shall be disposed at the District's expense and all such waste must be treated as District property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five (5) years and made available to the District upon request.

4.9.4 Spill Reporting:

The Contractor shall notify the Operations Manager immediately when any amount of

hazardous material or waste is released to the environment or if a spill occurs.

4.9.5 Environmental Inspections:

The Contractor's workspace may be periodically inspected by Federal or State environmental inspectors from EPA. Abatement of violations shall be the responsibility of the Contractor or the District as determined by the Operations Manager based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the Safety Department escort and the Federal or State inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by Federal or State Offices that are due to environmental protection violations and without reimbursement from the District. The Contractor may be held personally liable for any violations in this area.

4.9.6 **General Trash:**

The District will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper, or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the Contractor shall notify the Operations Manager for proper disposal.

4.10PHYSICAL SECURITY

4.10.1 General:

The Contractor shall be responsible for safeguarding all District property furnished for Contractor use as well as Contractor property. At the close of each normal duty day, District property shall be accounted for.

4.10.2 Badges:

Contractor personnel shall wear Contractor Identification (ID) badges at all times while working during contract hours and while providing emergency/urgent services during non-working hours.

4.10.3 **Key Control**:

The Contractor shall establish and implement procedures for ensuring that District furnished keys are not lost, damaged, destroyed, duplicated, or used by unauthorized persons. These procedures shall be subject to review by the District. The Contractor shall prohibit the use of District furnished keys by persons other than the Contractor's employees. The Contractor shall prohibit the opening of the locked areas by the Contractor's employees to permit entrance of persons other than the Contractors employees engaging in performance of assigned work in those areas. The Contractor will insure that those doors in buildings that have electronic key control mechanisms are secured and all numbers when provided to access the buildings are safeguarded for confidentiality.

4.10.4 Key Reporting Requirements:

The Contractor shall maintain a log of the occurrence of lost, damaged or duplicated District furnished keys.

4.10.5 Replacement of Keys and Locks and Re-keying:

In the event keys, other than master keys or locks are lost, damaged, destroyed or duplicated, the Contractor may be required to re-key or replace the affected lock or locks. However, at the District's option, the District may elect to replace the affected lock or locks or perform re-keying. When the District performs the replacement of keys and locks or re-keying, the total cost of replacement keys and locks or of re-keying will be deducted from the monthly payment due the Contractor. In the event that a master key is lost, destroyed or duplicated, all locks and keys for that system will be replaced by the District and the total cost of replacement will be deducted from the monthly payment due the Contractor.

4.11HOURS and DAYS of OPERATION

4.11.1 Contractor Services:

The Contractor shall perform the services required by this contract during an eight hour duty day, Monday through Friday at normal daytime hours set by the Contractor and approved by the Operations Manager. Any overtime unrelated to emergency or urgent services calls will be preapproved by the Operations Manager or his/her designee.

4.11.2 District Holidays:

The Contractor is not required to provide service on the following District holidays not withstanding emergency calls: (see objective 1.3)

4.11.3 Emergency Closure:

Unless otherwise notified by the Operations Manager, the Contractor shall perform the services required by this contract during severe weather, during normal duty hours. Should the District's facilities close early due to severe weather, the Contractor may, upon verbal notification from the Operations Manager, and after completing safety, security, and severe weather closure tasks, dismiss its employees on the same basis.

Unscheduled work in progress, but uncompleted prior to closure, shall be performed upon return to normal hours of operation.

4.12AIR EMISSIONS

The air emission standards in the performance of work are described below.

4.12.1 Refrigerants:

The Contractor shall follow all regulations and practices for service methods, technician, systems, and recovery equipment certification, disposal of equipment and appliances, and record keeping in accordance with current laws and regulations.

4.12.2 Inventory of Refrigerants:

The Contractor shall develop a Refrigerant Management Plan for this contract in accordance with Federal, State and/or Local regulations within 30 days after contract award. The Contractor shall use the Refrigerant Compliance Manager (RCM) (EPA-compliant software program for data management of refrigerant usage and tracking. The Contractor shall update and maintain RCM concurrent with any Service Call and/or preventive maintenance performed on refrigeration systems. The Contractor shall produce any records or documentation for EPA inspections as required to validate EPA compliance.

4.12.3 The Contractor shall enter data into the database any time:

- (1) a leak is detected
- (2) 30 day verification inspection is performed indicating refrigerant is not leaking,
- (3) refrigerant is added or,
- (4) refrigerant is removed.

4.12.3.1 Reclamation of Refrigerants:

The Contractor shall use certified evacuation and recovery equipment in the reclamation of refrigerants. Refrigeration equipment turned in for disposal shall be completely emptied of refrigerants and labeled in accordance with State and EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal.

4.12.3.2 Accountability for Refrigerants:

The Contractor shall account for all refrigerants used. Audits of on-hand refrigerants and RCM shall be periodically conducted by the Contractor to verify that all refrigerants can be properly accounted for. The accountability records of refrigerants shall be provided to the District at contract close out.

4.12.4 Hazardous Materials Management:

4.12.4.1 Emergency Planning and Community Right-to-Know Act:

The Contractor shall maintain records of all hazardous materials brought onsite in accordance with current laws and regulations. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material as well as the following information:

- (1) Maximum amount of the material onsite on any one day of the year
- (2) Average amount of the material stored onsite
- (3) Quantity of material used during the calendar year
- (4) Type of container used to store the hazardous material
- (5) Storage location of the hazardous material.

4.12.4.2 Hazardous Materials Storage:

The Contractor shall store hazardous materials in accordance with current laws and regulations. The Contractor shall limit quantity of hazardous materials to a 30-day supply. Flammable lockers shall be used for storage. Containers of hazardous materials shall be tightly sealed when not in use. Housekeeping shall be strictly enforced. Storage areas and lockers shall be maintained in a neat and orderly manner.

4.12.4.3 Environmental Compliance:

The Contractor shall comply with all applicable Federal, State, and local environmental regulations and permits.

4.12.4.4 Asbestos Containing Materials (ACM):

The building(s) covered by this contract may have asbestos-containing material (ACM). The requirements of this paragraph shall also apply to any other asbestos containing material discovered during the term of this contract. Any suspected ACM found during the course of this contract shall be immediately reported to the Operations Manager. Any repair or removal of asbestos-containing material shall follow OSHA and EPA regulations. If the District becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos, or asbestos containing materials at its buildings, the District will deliver to the Contractor within fifteen (15) days of receipt of such notice, a copy of the notice or communication received. The District will, at its expense, promptly take all actions required to mitigate and abate the presence of asbestos or asbestos containing materials.

The District hereby indemnifies and agrees to reimburse, defend and hold the Contractor harmless against any and all liabilities, losses or claims resulting from the presence of asbestos or asbestos containing material in its buildings. This obligation includes the burden and expense of defending all claims, suits and administrative proceedings (even if such claims, suits and administrative proceedings are groundless, false or fraudulent) resulting from the presence of asbestos or asbestos containing materials in the buildings. Such obligation will not be affected by any investigation by or on behalf of the Contractor or by the matter indemnified by the District hereunder.

4.12.4.4.1 Repairs Where ACM is Present:

The Contractor is not responsible for asbestos removal or abatement work for the sole purpose of asbestos removal or abatement but, if a repair requires that ACM be removed to obtain access to the work, the Contractor shall remove the asbestos or arrange for its removal. The repair task shall be performed in two distinct phases: first, remove the asbestos in accordance with EPA and OSHA regulations and second, perform the original task. The repair task shall not be started until the interfering asbestos material has been properly removed.

4.12.4.4.2 **ACM Removal Standards:**

The Contractor shall be responsible for the removal or abatement of all asbestos-containing materials, such as sediment dust, sprayed on applications or insulation, which are encountered, and are incidental to the performance of repairs of a particular piece of equipment (as part of the basic services portion of this contract). This removal or abatement shall include the acquisition of all required permits (and payment of fees), as well as all protective procedures, air and bulk sampling, isolating the work area(s), protective clothing, asbestos training and certification, record keeping etc. All asbestos materials removed during the course of the maintenance or repair work shall be disposed of in accordance with EPA regulations and shall be replaced with non-asbestos materials of equal insulating and fire retardant properties (i.e., pipe lagging).

4.12.4.4.3 **ACM Removal Documentation:**

All asbestos removed shall be properly documented and records kept in a permanent file. Upon final expiration/termination of the contract, all records will be turned over to the Operations Manager.

4.12.4.4.4 Coordination and Reporting:

The Contractor shall coordinate, in advance, all repair work in areas where ACM is present with all parties involved.

4.13TRANSITION

4.13.1 Inspection Process:

The Contractor or his designee(s) and the Operations Manager or his/her designee shall together make a complete and systematic initial inspection of all buildings and systems to be maintained under the terms of this contract on a mutually agreeable date during the first 30 calendar days of the transition period. This inspection will include but is not limited to all mechanical, electrical, plumbing, and utility systems and equipment, windows, doors and any other system or structural features requiring maintenance and repair under the requirements of this contract. In addition, all District-furnished spaces, equipment and mechanical rooms will be jointly inspected.

4.13.2 Responsibility for Normal Operations and Maintenance:

The Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment whether they are included on the deficiency report or not at the beginning of the base performance period. The Contractor shall immediately bring to the attention of the Operations Manager or his/her designee during the joint inspection any systems or equipment that are considered inoperable and thus it is deemed impossible to provide normal operations and maintenance on such systems and/or equipment. The Contractor shall correct an inoperable deficiency listed in the Deficiency Report and shall assume full responsibility of the equipment.

4.13.3 Contract Start:

The Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment at the beginning of the base performance period; hence, the Contractor shall provide a work force that is fully qualified and capable of performing all work required under this contract at this time.

4.13.4 Phase-Out Transition:

During the 60 calendar day period immediately prior to the end of the contract (if the current Contractor is not awarded the subsequent contract for this service), the Contractor shall permit the successor Contractor (and the successor Contractor's employees) to observe and become familiar with any and all operations under the contract. The Contractor shall prepare and submit to the Operations Manager any changes to the Phase-out portion of the Transition plan submitted as part of the original proposal. The Contractor shall not defer any needed

repairs or maintenance for the purpose of transferring responsibility to the successor Contractor. The Contractor shall fully cooperate with the successor Contractor and the District so as not to interfere with their work or duties.

4.13.5 Contract Close-out Inspection:

On a date not later than sixty (60) calendar days prior to the expiration of the contract, the Operations Manager or his/her designee and the Contractor shall make a complete and systematic joint inspection of the Contractor's areas, District furnished equipment, mechanical rooms, and building systems and equipment covered by this contract. The Operations Manager or his designee and the Contractor shall identify all deficiencies other than normal wear and tear that needs to be corrected by the Contractor before the expiration of this contract. The Contractor shall ensure that these areas/equipment/mechanical rooms are in a condition equal to or better than when the Contractor began this contract.

4.13.5.1 Final Inspection Close-out Report:

The Contractor shall submit a copy of the Final Inspection Close-out Report (signed by both parties) listing all required repairs to be completed by the Contractor not less than 30 calendar days before the expiration of the final contract period.

4.13.5.2 Deficiency Correction:

The Contractor shall correct all of the cited deficiencies noted in the Final Inspection Close-out Report before the expiration of this contract. Final payment to the Contractor may be withheld until all cited deficiencies are corrected.

4.14QUALITY CONTROL PLAN (QCP):

The Contractor shall develop and execute a proactive Quality Control Plan. The Contractor will assure that all contract requirements are satisfied as specified. The Contractor shall submit any changes made to the QCP to the Operations Manager. The QCP is of paramount importance. The program shall include, but not be limited to the following:

4.14.1 Description of Inspection System:

A description of the inspection system tailored to the specific schools and equipment covered under the terms of this contract and which covers all services specified and the methods used for proactively identifying and preventing defects in the quality of service performed. The inspection system description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, the frequency of inspection, and the title and organizational placement of the employees involved in the inspection.

4.14.2 Inspection Schedule:

The Contractor shall devise a monthly inspection schedule and checklists to be used by its staff/personnel in regularly scheduled and unscheduled QCP inspections. The schedule shall identify what equipment will be checked and the checklist shall identify what items will be inspected on each type of equipment as the checks are being performed. Once completed, the checklist used shall be signed and dated by the individual performing the inspection at the time that the inspection is completed.

4.15.3 QCP Documentation of Inspections:

A local file of all inspections conducted by Contractor personnel, including corrective or preventative actions taken, shall be maintained by the Contractor throughout the term of this contract. Records of inspections shall be maintained and made available to the District throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

4.15QUALITY ASSURANCE

The District will evaluate the Contractor's performance using quarterly surveys and periodic inspections. The Operations Manager will oversee the contract. When an observation indicates defective performance, the Operations Manager or his/her designee will require the Director of Maintenance to initial the observation. The initialing of the observation does not necessarily constitute

concurrence with the observation; only acknowledgment of the defective performance. Any action taken by the District as a result of surveillance will be in accordance with the terms of the contract.

4.15.1 Performance Evaluation Meetings:

The Operations Manager may require the Director of Maintenance to meet with the other District personnel as deemed necessary. The Contractor may also request a meeting with the Operations Manager when the Contractor deems a meeting to be necessary. Meetings shall be recorded by written minutes signed by the Operations Manager and the Director of Maintenance. Should the Contractor not concur in the minutes, such nonoccurrence shall be provided in writing to the Director of Maintenance within ten calendar days of receipt of the minutes.

4.16WORK PERFORMANCE, COORDINATION and SCHEDULING

The Contractor shall schedule and arrange work so as to cause no interference with the normal occurrence of District operations. In those cases where some interference may be essentially unavoidable, the Contractor shall minimize any impacts on District operations.

4.16.1 Routine Work Coordination:

For routine work and project support work that will cause minor disruption to customers (i.e., minor power outages, loss of heat or cooling for a short duration, dust, noise), the Contractor shall notify the Operations Manager or his/her designee and coordinate a time period for performing the work a minimum of 24 hours prior to the desired start of work.

4.16.2 <u>Facility Outages Coordination:</u>

Certain preventive maintenance and certifications require a complete facility power outage and total disruption of work by customers. These outages should be scheduled during breaks in the school calendar or holiday weekends, if possible.

4.16.3 Unscheduled Outages:

If unscheduled facility or equipment outages or additional damage to equipment occurs that can be attributed to the failure of the Contractor to accurately and timely report equipment conditions, the Contractor will be assessed all actual costs incurred by the District. This will include but is not limited to the actual cost of the District to repair or correct the damaged building, equipment and/or systems.

4.17REQUIRED REPORTS and SUBMITTALS/DELIVERABLES

The Contractor shall submit to the Operations Manager the data, reports, schedules, plans, as identified in the SOW for approval and/or action as applicable, no later than the dates specified. In addition, the Contractor shall submit a Monthly Report that includes the data as shown following by the 5th workday of the following month.

The Monthly Report shall include:

- (1) Current staffing and any changes
- (2) Labor productivity
- (3) Energy management data
- (4) Work performed (e.g. number of work orders completed, number outstanding, etc.)
- (5) Achievements
- (6) Training accomplished
- (7) Upcoming training
- (8) Goals for next month

Failure to provide any required report may result in the monthly payments being delayed until the District receives such reports.

4.18WARRANTIES

The Contractor shall serve as the point-of-contact (POC) and coordinate all building and equipment related warranty issues. The Contractor shall be fully responsible to execute all warranties that are

building related and to keep the District advised in writing of any warranty issues in dispute by the manufacturer. Should the Contractor's action nullify a warranty, the Contractor shall assume responsibility for all systems, equipment, and related work until the warranty expires.

4.19DISTRICT FURNISHED PROPERTY

4.19.1 General:

The premises and equipment provided by the District for use in the Maintenance services operation will be in good condition and maintained by the District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health in accordance with OSHA regulations.

4.19.2 Facilities:

The District will make available space for each one contract employee assigned permanently in District's facility. No alterations to the District provided facilities shall be made. This facility shall be for the exclusive use of the Contractor to perform work associated with this contract. The Contractor shall maintain and repair such facility and equipment to ensure that they remain in proper and reliable operating condition. The District will provide the office furnishings, minor hand tools, and shop fixtures currently in use by the Maintenance employees. During execution of the work, the Contractor shall protect District property from damage. The Contractor shall repair any damage to District property resulting from work performed under this contract at no cost to the District. The Contractor shall repair damage to District property resulting from operational errors or failure to maintain, repair, or inspect equipment as required under this contract at no cost to the District. The total or partial breakdown or failure of the District furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all District owned equipment shall be returned to the District in the same condition as received, except for normal wear and tear. Equipment, which has become worn out due to normal wear and tear, also shall be returned to the District. The Contractor shall be responsible for the cost of any repairs or replacements caused by negligence or abuse by the Contractor or Contractor's employees.

4.19.3 **Supplies**:

The District will make available for the Contractor's use on a co-use (share with the District basis), all hand tools, dollies, carts, hand trucks, and all supplies such as paints, sandpaper, caulks, nuts, bolts, screws, tape, adhesive and repair and replacement parts. Requests for additional tools and or supplies may be provided at the District's expense via requisition requests for the Operations Manager and the Purchasing Specialist's approval.

4.19.4 Keys to District Facilities:

The Contractor will be given keys and combinations to the facilities locks to facilitate performance of work. The Contractor shall establish a key control system to ensure that no keys issued to the Contractor by the District are lost, misplaced, or used by unauthorized persons. The Contractor shall reimburse the District for replacement of locks or for re-keying required as a result of the Contractor losing any key.

4.19.5 Authorized Use and Access to Spaces:

The Contractor shall prohibit the use of District-issued keys by any person other than authorized Contractor employees. The Contractor shall not permit entrance to locked areas of any person other than Contractor personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the Contractor is performing work.

4.19.6 Technical Publications:

The District will provide the Contractor with all available technical manuals and bulletins associated with the installation of new equipment. The Contractor shall update and maintain the technical publications, obtain and insert any changes or updates issued by the manufactures, add technical publications for any newly installed or replaced equipment, and

shall return all technical publications (with changes, updates and added publications) to the District 30 days prior to contract completion.

4.19.7 Equipment/Material Inventory:

The on-hand equipment (including equipment being made available as noted in § 1.30 of this RFP) and materials that belong to the District will be made available to the Contractor. The Contractor and the Operations Manager his/her designee shall conduct a joint inventory before commencing work under this contract. The Contractor shall then certify the findings of this inventory and assume accounting responsibility for all equipment and materials inventoried. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure all District furnished equipment and materials are accounted for. The Contractor shall be held liable for any missing equipment/materials listed in the initial inventory. The Contractor shall regularly update the Inventory and the Operations Manager may inspect the Inventory at any time.

4.19.8 Computers:

Computer workstations with network connections will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the abovementioned District Furnished Equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor is responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements.

4.19.9 Vehicles and Vehicle Maintenance:

Contractor will ensure proper maintenance of District provided vehicles. District vehicles shall not be used for personal travel and must remain on premises after normal work hours unless approved by the Operations Manager or his/her designee.

4.19.10 Communication Equipment:

All necessary mobile communications equipment shall be the responsibility of the Contractor.

4.20DISTRICT PROVIDED SERVICES

The District will provide the following service to the Contractor:

4.20.1 Utilities:

Utilities for District furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, and Internet connectivity. All refuse removal services will be provided by the District with the exception of the removal of hazardous waste generated by the Contractor. Telephones, Internet access, and Internet connectivity are for official use only. All applicable Contractor employees will sign a District Acceptable Use Policy upon employment with the Contractor. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. Lights shall be used only in areas, where and when work is actually being performed, unless the lights are to remain on for safety, educational, or security reasons. Water faucets shall be turned off after usage, and mechanical equipment temperature controls shall be maintained in a non-waste mode of operation.

4.21 CONTRACTOR PROVIDER FURNISHED ITEMS

The Contractor shall furnish the following:

4.21.1 Vehicles and Vehicle Maintenance:

Contractor shall provide vehicles for all management staff and all vehicles supplementary to any provided by the District. Maintenance and fuel for vehicles will be at the sole cost of the Contractor. Management staff will include: Director, Assistant Director, Managers, Supervisors and any other exempt employees hired by the Contractor.

4.21.2 Drawings:

Any and all drawings and/or schematics developed by the Contractor for any of the equipment, systems, or subsystems covered by the contract shall become the property of the District, and shall be supplied to the Operations Manager upon completion. In addition, the Contractor shall update ("red line") current District facility drawings to reflect any changes resulting from repair work.

4.21.3 Personal Protective Equipment:

The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

4.21.4 Uniforms:

The Contractor shall furnish the required uniforms (shirt, long pants) with the Contractors' and employees' names permanently attached to the shirt. All Contractor personnel performing under the contract shall wear the approved uniforms at all times while on duty. Additionally, these uniforms shall be worn in a manner that they present a neat and orderly appearance at the beginning of each workday.

The Contractor shall warrant all workmanship, materials, equipment, and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer. Proper logs shall be maintained including service date from which warranty commences. Any rework or repair due to poor workmanship will be at the Contractor's expense.

4.22RECORDKEEPING

The Contractor shall be responsible for creating and maintaining any District required records that are specifically cited in this contract. When such records are requested by the District, the Contractor shall provide the original record or a reproducible copy of the original record not later than five duty days (weekdays) after the receipt of the request. All records generated will become the exclusive property of the District and shall remain with the District upon Contract termination.

5 CONTRACTORS GROUNDS OBLIGATIONS

Contractor acknowledges and understands that any charges involving any additional services or products, not specifically provided for below, WILL NOT be paid without specific written authorization from The School District of the City of Saginaw Operations Manager or his/her designee.

5.1 SCOPE OF WORK:

Contractor will provide a list of supervisory personnel who will be on call to the School District in case of emergency (storm cleanup, damaged foliage, etc). Contractor will have a 12 hour response time to react and provide such services at no added cost to Saginaw Public Schools.

Contractor shall not engage in any cleaning project that would affect the productivity of the facility without prior permission from The School District of the City of Saginaw.

Grass areas should be maintained and neatly trimmed and edged on a weekly basis. Plants should be weed-free and mulched. Trees and scrubs should be pruned and trimmed to promote healthy and attractive growth. Trimming techniques must be employed to prevent dangers or obstacles to employees, vendors and visitors. All trash, trimmings and other debris shall be removed from the site by the Contractor and disposed off at an authorized site. The Contractor will trim around all road signs, building entries, access roads, building walls, fence lines and the like and will maintain visibility of road signs to assure safe traffic flow. The Contractor will also assure accessibility of buildings, access roads and alleys, and on an as needed basis, the Contractor will remove and dispose of all debris that has accumulated on lawns, bed areas, and fence lines, such as paper, cardboard etc.

5.1.1 Irrigated Turf Areas:

Lawn care including mowing and trimming. Lawn to be mowed and trimmed bi-weekly or as needed. This includes sidewalk/curb edging, and weed whipping of poles, fences, walls, trees, adjacent city sidewalk trees, and along bed edges. All debris is to be removed with each cutting. Paper and refuse shall be pick up prior to cutting is required.

5.1.2 Non-Irrigated Areas:

Lawn care including mowing and trimming. Lawn to be mowed and trimmed weekly or as needed. This includes sidewalk/curb edging, and weed whipping of poles, fences, walls, trees, adjacent city sidewalk trees, and along bed edges. All debris is to be removed with each cutting. Paper pick up prior to cutting is required.

5.1.3 Outside perimeter fence line:

Lawn care including mowing and trimming. Lawn to be mowed and trimmed weekly or as needed. This includes sidewalk/curb edging, and weed whipping of poles, fences, walls, trees, adjacent sidewalk trees, and along bed edges. All debris is to be removed with each cutting. Paper pick up prior to cutting is required.

5.1.4 Closed Facilities:

Lawn care including mowing and trimming. Lawn to be mowed and trimmed once every two weeks or as needed. This includes weed whipping of poles, fences, walls, trees, adjacent city sidewalk trees, and along bed edges. All debris is to be removed with each cutting. Paper and refuse shall be pick up prior to cutting is required.

5.1.5 Weed Control:

Broad leaf weed control shall be applied to the front lawns of all open facilities one time per year. Application shall be sprayed on between May 15 and June 30 with a 90% guarantee. Any additional required spray shall be at no cost to the School District.

General weed control products may be applied in early, mid and late summer. Weed control along fences shall be maintained, whether it be mechanically controlled or chemically controlled.

5.1.6 Garden Care:

Cultivate weeds and define turf edges of all beds. All debris is to be removed.

Condition shrubbery beds including ground cover areas with peat moss or mulch (all beds).

5.1.7 Trimming of Shrubs:

Trimming and shaping of evergreens, shrubbery and hedges.

5.1.8 Seed Placement:

General care repairing of damaged lawn areas with the "FX Method" of 50/50 soil mixture together with seed blown to damaged areas.

5.1.9 Catch Basin Cleaning:

Monthly, general care, cleaning of catch basin/swales, adjacent to turf and tree beds.

5.1.10 Irrigation:

Start-up, adjusting and winterization of the irrigation systems. Contractor will be responsible for the winterization of all irrigation systems and their re-start in the spring. Contractor will reset and adjust watering heads as needed. The irrigation system shall be winterized no later than November 1st and have them resume operation no later than May 15th. Repairs to the irrigation system will be based on a time and material basis. Such repair must be preapproved by The School District of the City of Saginaw.

5.1.11 Cigarette Butts and Trash:

The School District of the City of Saginaw facility grounds must be free of cigarette butts and debris. Any trash and debris on the School District property will be picked up and disposed

of on a weekly basis. Parking lots, sidewalks, stairs, loading areas, alleys shall be kept clear of trash and debris.

5.1.12 Parking Lot Sweeping:

Parking lots, sidewalks, stairs, loading areas, alleys shall be kept clear of trash and debris. Due to the size of some the School Districts facilities, the Contractor may use automated (street sweepers) equipment to accomplish this task. Sidewalks, parking lots, outside stairs, outdoor recreation areas to be sweep and kept free of debris a minimum of twice per year. Road sweeping material must be dumped at an approved site. Contractor may not use any of The School District of the City of Saginaw's trash dumpsters without permission.

5.1.13 Spring/Fall Cleanup:

Remove and dispose of all debris that has accumulated on the outside grounds of The School District of the City of Saginaw property twice per year (2 times per year; Spring and Fall). Debris shall be considered, but not be limited to, trash, paper, leaves, dead foliage, etc. Raking of the beds and lawns as needed. Contractor shall repair any damage to the grass or beds damaged during their operations.

5.1.14 Snow Removal:

The School District of the City of Saginaw uses a two inch rule during the winter months. The district does not begin plowing until a minimum of two inches of snow has fallen. No plowing of parking lots will be allowed when employee's vehicles are present. Contractor shall adjust the hours of employees during snow days to minimize overtime. All plowing shall occur during evening hours on school days. When the superintendent of schools has chosen to close school due to inclement weather, the snow crew may plow during the daytime hours, realizing there may be employees present. The contractor will be held liable for any damage to district property and employee's vehicles. Snow removal crews are to adjust their working hours as needed to accommodate snow removal, overtime will be considered Target Pricing.

5.2 SUMMER MONTHS:

During the months of June, July and August (this period may be extended due to climate), all ornamental trees and shrubs shall be inspected for pests, fungus, rust and other blights that may occur. Sprays shall be applied as needed to minimize these blights. Mature, non-ornamental trees and trees on municipal right-of—ways are not to be treated except at the facilities' request.

5.3 FALL MONTHS

Raking of lawn and beds as needed, leaf removal shall be performed after all the leaves fall from deciduous trees by October 20 (may be adjusted due to climate).

5.4 **PRIORITY LOCATIONS:**

All athletic areas defined are high priority. All other areas are general priority.

5.5 CHEMICALS & CONSUMABLES:

The Contractor is responsible for the purchase of all necessary chemicals and consumable materials. All consumable materials used, whether they are liquid or solid, must be approved for use by the Operations Manager or his/her designee. All School District and Contractor personnel must have access to all current MSDS's and control numbers, where applicable, at all times. Consumables must be used in conjunction with the manufacturer's directions, and all applicable EPA rules must be adhered to.

Chemicals may be stored on School District property in pre-designated areas.

Contractor is to follow all manufacturer guidelines, MSDS, warning labels, and all local, state & federal rules and guidelines in the application of all chemicals. All MSDS are to be provided to the Operations Manager of The School District of the City of Saginaw or his/her designee.

Contractor should take special care in not allowing chemicals to flow into any waste water drains. Contractor shall be held responsible for any fertilizer, weed killers, etc that may be found in waterways. This must and will include any fines incurred by The School District of the City of Saginaw.

5.6 EQUIPMENT:

Refer to Section 4.19 for District furnished equipment. All grounds equipment will be supplied by The School District of the City of Saginaw. The Contractor will set aside \$50,000.00 each year of the contract for the purchase of new equipment to fulfill this contract. No equipment purchase will be allowed without the written approval of the Operations Manager. Any unused portion of the equipment fund will be returned to the School District.

Contractor vehicles provided must have the provider's name clearly visible on the sides of the vehicle. All Contractor vehicles must have appropriate operating lighting, safety lighting and reverse warning noise indicator.

5.7 PROOF OF EXECUTION AND INSPECTION:

The Contractor is obligated to provide proof of execution for the maintenance program and is obligated to keep detailed records of services performed. A detailed and signed proof of performance sheet must accompany each invoice. Such records shall be available for inspection by The School District of the City of Saginaw at any given time

5.8 EXPECTATIONS:

Contractor must make this location their top priority. Landscaping must be maintained at all times.

The Contractor will spot repair small damaged grassy areas. Large damaged areas that require hydro seeding will be done only after a PO is issued by the School District. If the damage is reoccurring on a regular basis, the Contractor is to notify the Operations Manager, who will see if there is a way to prevent/minimize ongoing damage.

Contractor will be responsible for the collection of any waste material created in landscaping or site operations at the site. Waste, including any greenery, shall be collected and disposed of in an environmentally safe manner; Contractor shall be responsible for any waste hauling or dumping fees. The use of the facilities' trash bins or services, by the Supplier, is strictly forbidden. Contractor agrees to use an authorized site to dispose of materials. The dumping or sweeping of any matter into a storm drain is forbidden.

Mulching of lawn clippings will be permitted if the process does not negatively impact the overall lawn appearance. Mulching must be done with proper equipment and must not create excessive thatch.

5.9 PROPERTY DAMAGE:

The contract shall protect any adjoining properties, trees, shrubs and existing vegetation from damage and shall repair any damage caused by the contractor or any agents of the contractor promptly at his own expense. Damage must be reported by contractor or customer immediately upon discovery and documentation provided (photo's) for expense reimbursement.

5.10 SUSPENSION AND TERMINATION:

Contractor acknowledges and agrees that this contract is performance-based due to the time sensitive nature of the work and the potential for injury attendant to a lack of timely and professional performance. Contractor acknowledges that by written notification this Agreement may be suspended and/or terminated at any time for any reason. Contractor agrees to accept notice of said suspension and/or termination by fax or e-mail.

5.11 **INDEMNIFICATION**:

Contractor agrees that it is solely responsible for any fines incurred by either The School District of the City of Saginaw for any Contractor applied substances or chemicals found in any water or earth surrounding School District property.

Contractor independently and unconditionally agrees that in conjunction with any work performed under this Agreement on School District property, the Contractor shall indemnify and hold The School District of the City of Saginaw harmless from and against any liability, claims, demands, or expense (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Saginaw Public School employees or any other person arising from or in connection with Contractors performance of work or use of The School District of the City of Saginaw property and to assume the defense of the School District upon written demand.

6 COST PROPOSAL

6.1 Overview

The School District of the City of Saginaw is interested in Proposals from qualified Contractors to maintain the School Districts custodial services. Accordingly, Saginaw Public Schools is interested in securing price quotations in the following three formats.

6.1.1 Target Price

Contractor will quote the **overall target price** for meeting The School District of the City of Saginaw's custodial needs by delineating the target cost. This number shall contain all known and anticipated services reviewed in the RFP (Snow Removal, District Sponsored Weekend Activities, etc.) and on site visits and will be quoted in a lump sum.

6.1.2 Non-target Unit Cost

The School District of the City of Saginaw is looking for quotations from Proposers with respect to the unit price (typically cost per hour) for directed work authorized by the School District that is not anticipated or contemplated at this time or as a result of a non-district sponsored event.

APPENDIX A

*Building Floor Plans Attached

Facility Management

Federal - State - Local Compliance, Policies, Regulations & Programs

- DELEG Regulatory Compliance Reviews, Permits, Inspections: Electrical, plumbing, Mechanical, Structural, etc.
- EGLE Wetlands

Identification: Protection, Remediation, Mitigation etc.

- Boiler Testing & Cert. (CSD-1)
- Pool Operation Certification
- Pool P&P Response Plans (Drains)
- A.H.E.R.A. Asbestos 2/8/16 Hr Training
- IAQ Indoor Air Quality (routine testing)
- Mold Remediation
- Michigan Right to Know Training
- MSDS Documentation & Training
- State & Federal Labor Posting/Notifications (work with HR)
- ADA Compliance, OCR Audit
- Emergency Management Plans
- Confined Space Entry
- Recycling

(paper, batteries, lights, ballasts, glass, Styrofoam, metals, etc.) When cost productive. May cost \$\$

Insurance

Property/Casualty & Risk Management— Builders Risk Ins. Terrorism, Environmental, Specialty, etc. (Moved to Finance last year))

- Playgrounds Safety/Inspections
- Storm Water Management Plan

Water Shed/Permits/Illicit Discharge/Drains, etc.

- Spill Response Plan
- BBP's Bloodborne Pathogens
- I.P.M. Program

Pesticides, Herbicides, Organic Products – Notifications

- OSHA Chemical Storage
- Facility Asset Management
- Purchasing Collaborative, Bids & Specs (Work with Purchasing)

- Disposal of school property
- Integrated Preventive Maintenance Plan & Work Order system
- Warehouse (Assist as required)
- Storm Drains & Retention Ponds
- Alternative Energy (Wind, Solar, Biomass)
- Salt/Ice Melt Purchase, Storage, tracking
- Property Phase One Inspections
- Closing Or Demolition school building
- Turf Management plan Real/Artificial
- Fire & Life Safety Codes
- U.S.T Program
- Lead Paint assessment
- Lockout/Tagout Program
- Safety and Health Program
- Oxygen Supply First Aid Supplies
- PPE's Personal Protection Equipt.
- CDL Commercial Driver License (Drug Alcohol Testing & Points)
- **Utilities** Direct Purchase/Monitoring, Easements, Fiber Optics, etc.
- Energy Management Systems
- Construction Plans, Site Surveys/Easements, Operational Manuals/Warranty Records, Contractor Contacts
- Working & As Built Documents
- Contract Administration & Labor Negotiations
- Hazardous/Bio-Medical Waste Un-used medication disposal
- Homeland Security Access Control, Surveillance System Maintenance, Alarm response
- Contracted Services
- Mercury Free Schools
 Spill Response Plan
- Facility Use Scheduling
- Garage Operations & Fleet Maintenance
- Budget Development & Management
- Back Flow/Cross Connection Testing
- Records (Retention, Security, Storage)
- Energy Conservation Policy
- Traffic Control Signage, Devises, lights

- High Lift Equipment & Training
- Disinfectant/Sanitization Protocols
- Bulk Storage Spill Containment/Plan
- Fire Extinguisher Inspections

- Fire Alarm Equipment Inspections
- Building Sprinkler Equipment Inspections
- Annual Bleacher Inspections

Appendix B

Typical Building Activity Schedule

Elementary

Before the Bell 6:30 AM - 8:00 AM

After the Bell 3:15 PM - 6:30 PM

After School Programs 3:15 PM - 6:30 PM

Community Ed Sports 3:30 PM - 5:30 PM

Parent Teacher Organizations 4:00 PM – 7:00 PM (Varies with Building)
Weekend Activities As Scheduled (Approx. 16 Saturdays, 1-2

Buildings)

Middle Schools

Before the Bell 6:30 AM - 8:00 AMAfter the Bell 3:15 PM - 6:30 PMAfter School Programs 3:15 PM - 6:30 PMCommunity Ed Sports 3:30 PM - 5:30 PM

Parent Teacher Organizations 4:00 PM – 7:00 PM (Varies with Building)

Interscholastic Sports 4:00 PM – 7:00 PM

Weekend Activities As Scheduled (Approx. 16 Saturdays)

High Schools

 Breakfast
 6:00 AM - 7:30 AM

 Study Table
 2:30 PM - 5:00 PM

Parent Teacher Organizations 6:00 PM – 8:00 PM (Varies with Building)

Interscholastic Sports 2:30 PM – 10:00 PM

Weekend Activities As Scheduled (Approx. 6 Saturdays)

^{*}Weekend activities include multiple school related functions such as sports, dances, and other school sponsored events that are District Sponsored. Those events should be incorporated in the Target Pricing and are not billable

additionally. Other non-school sponsored events would be considered in the Non-Target Pricing and billable.

Appendix C Cleaning Guides

CLEANING GUIDE

| | AUDITORIUM | | | | | | | |
|----|--|---|---------------------------------|--------------|--------------|---------|--|--|
| | PROCEDURE | EQUIPMENT | MATERIALS | FREQUENCY | | | | |
| | | | | DAILY | W EE K | MO N | | |
| 1. | Remove food, gum etc. from all areas empty waste containers | Putty knife | Gum remover | Х | | | | |
| 2. | Put equipment and chairs into storage unless otherwise request | Chair racks | | As needed | | | | |
| 3. | Clean seats and beneath seats when used | Broom, putty knife, cleaning cloth | Gum remover | As needed | | | | |
| 4. | Spot clean seats and walls | Wiping cloth, paper towel | All purpose cleaner | As needed | | | | |
| 5. | Sweep or vacuum floor (aisle, stage) | Broom, dry mop vacuum | | As needed | | | | |
| 6. | Spot clean floor | 18 oz. to 24 oz. mop, cleaning cloth, putty knife | Floor detergent, gum remover | As needed | | | | |
| 7. | Check lights and exits Replace burned out lights | non-metallic ladder, light pole | Proper lamps | X | | | | |
| | | | | | | | | |

Stage and auditorium equipment is very sensitive and very expensive. Turn off stage lights and sound equipment only if you have been properly trained to do so. Remove props only upon request.

CARETERIA

| PROCEDURE | EQUIPMENT | MATERIALS | FRI | EQUEN | CY |
|---|--|---|---|---|---|
| | | | DAIL Y | WEE K | MO N |
| Collect and remove garbage | None | Trash bags | Х | | |
| Sanitize drinking fountain | Cleaning cloth | Disinfectant solution | Х | | |
| Wipe tables, spot clean chairs as needed | Cleaning cloth | Disinfectant solution | X | | |
| Place chairs on tables or fold collapsible tables and store | None | None | Х | | |
| Sweep floor | Treated dust mop | none | Х | | |
| Mop floor | 18 of 24 oz. mop | Disinfectant solution | | | |
| Spot clean walls and doors as needed | Paper towel or cleaning cloth | Properly mixed all- purpose cleaner | | Х | |
| Clean mirrors, windows, glass | Paper towel or cleaning cloth | Glass cleaner | | Х | |
| Check lights and windows Replace burned out lights | non-metallic ladder, light pole | Proper lamps | Х | | |
| | | | | | |
| | Collect and remove garbage Sanitize drinking fountain Wipe tables, spot clean chairs as needed Place chairs on tables or fold collapsible tables and store Sweep floor Mop floor Spot clean walls and doors as needed Clean mirrors, windows, glass Check lights and windows | Collect and remove garbage Sanitize drinking fountain Wipe tables, spot clean chairs as needed Place chairs on tables or fold collapsible tables and store Sweep floor Treated dust mop Mop floor 18 of 24 oz. mop Spot clean walls and doors as needed Clean mirrors, windows, glass Check lights and windows None Paper towel or cleaning cloth Paper towel or cleaning cloth Paper towel or cleaning cloth | Collect and remove garbage Sanitize drinking fountain Wipe tables, spot clean chairs as needed Place chairs on tables or fold collapsible tables and store Sweep floor Treated dust mop None Disinfectant solution None None None Treated dust mop Disinfectant solution None Paper towel or cleaning cloth Clean mirrors, windows, glass Check lights and windows None Treated dust mop Disinfectant solution Paper towel or cleaning cloth Glass cleaner Proper lamps | Collect and remove garbage Sanitize drinking fountain Wipe tables, spot clean chairs as needed Place chairs on tables or fold collapsible tables and store Sweep floor Treated dust mop Mop floor Treated dust mop Treated dust mop Disinfectant solution X None None X Mop floor Treated dust mop Disinfectant solution X Disinfectant solution X Paper towel or cleaning cloth Cleaning cloth Disinfectant solution Froperly mixed all-purpose cleaner Cleaning cloth Cleaning cloth Paper towel or cleaning cloth Clean mirrors, windows, glass Check lights and windows None Treated dust mop Disinfectant solution A Paper towel or cleaning cloth Cleaning cloth Properly mixed all-purpose cleaner Cleaning cloth Paper towel or cleaning cloth | Collect and remove garbage Sanitize drinking fountain Wipe tables, spot clean chairs as needed Place chairs on tables or fold collapsible tables and store Sweep floor Treated dust mop Mop floor 18 of 24 oz. mop Clean mirrors, windows, glass Check lights and windows None Trash bags X Disinfectant solution X None None None None V Disinfectant solution X Disinfectant solution X A Cleaning cloth Disinfectant solution X Cleaning cloth Cleaning cloth |

Place chairs back on floor if directed to do so.

CLASSROOM

| | PROCEDURE | EQUIPMENT | MATERIALS | FREQUENCY | | |
|-----|---|-------------------------------|------------------------------------|---------------|----------|---------|
| | | | | DAIL Y | WEE K | MO N |
| 1. | Clean chalk/marker rail | Damp cloth | Disinfectant | Х | | |
| 2. | Clean chalk/marker rail and if assigned | | As directed for type of chalkboard | | х | |
| 3. | Empty pencil sharpener into wastebasket | none | none | X | | |
| 4. | Empty wastebasket(s) | none | none | X | | |
| 5. | Dust desks, ledges and sills beginning at the highest point and working down | Bench brush or damp cloth | none | | 2X | |
| 6. | Spot clean floors, walls, doors, desks and chairs | Cloth/mop | Properly mixed all purpose cleaner | X | | |
| 7. | Clean door glass and windows | Cleaning cloth, paper towel | Glass cleaner | Spot clean | X | |
| 8. | Dust mop tile, wood or terrazzo floors. Vacuum carpeting, move furniture and spot treat as necessary | Treated dust mop Vacuum | none | X | | |
| 9. | If room has sink or restroom, follow wash room procedures | | | V | | |
| 10. | Check windows, shades and lights, replace burned out lamps | | | X | | |
| 11. | Polish wooden cabinets and woodwork | Lightly oiled cloth | | X | | х |

Student Desks Must Be Cleaned Daily
Desks are usually arranged in rows with approximately two feet between each row. These are normally in rows running from the front of the classroom to the back with an aisle on either side. The aisle furthest from the door should be swept first, and the row of desks next to the aisle moved over into the aisle space. Then the empty space where that row had been is swept and the next row of desks moved over again. Continue until the entire classroom is swept or vacuumed. Using this method leaves an aisle moving from one side of the room to the other each day on the outside edge. This eliminates double handling of desks reducing the custodian's expended energy.

GYMNASIUM

| PROCEDURE | EQUIPMENT | MATERIALS | FREQUENCY | | CY |
|---|---|---------------------------------|-----------|--------------|---------|
| | | | DAILY | W EE K | MO N |
| Remove food, gum etc. from all areas empty waste containers | Putty knife | Gum remover | Х | | |
| 18. Clean bleachers and behind bleachers when used | Broom, putty knife | Gum remover | | X | |
| 19. Spot clean bleachers and walls | Wiping cloth, paper towel | All purpose cleaner | | X | |
| 20. Sweep or vacuum floor | Broom, dry mop vacuum | | X | | |
| 21. Spot clean floor | 18 oz to 24 oz mop, cleaning cloth, putty knife | Floor detergent, gum remover | X | | |
| 22. Sanitize drinking fountain | Paper towel, cleaning cloth | Disinfectant solution | Х | | |
| 23. Check lights and exits Replace burned out lights | non-metallic ladder, light pole | Proper lamps | Х | | |
| | | | | | |
| | | | | | |
| | | | | | |

Inspect gym facilities while servicing and report any deficiencies, e.g. damaged or improperly operating bleachers, damaged backboards, damaged scoreboards.

CORRIDORS AND STAIRWELLS

| PROCEDURE | EQUIPMENT | MATERIALS | FRE | FREQUENCY | | |
|--|--------------------------------------|------------------------------------|---------------|-----------|-----|--|
| | | | DAILY | WEEK | MON | |
| 12. Pick up litter | None | None | Х | | | |
| 13. Dust locker tops, sills and ledges | Bench brush or damp cloth | None | 2X | | | |
| 14. Clean display windows and entry glass | Cleaning cloth paper towel | Glass cleaner | Spot clean | Х | | |
| 15. Spot clean walls, doors | Cleaning cloth paper towel | None | Х | | | |
| 16. Sweep door mats | Broom/vacuum | None | Х | | | |
| 17. Clean under door mats | Broom/vacuum | All purpose cleaner properly mixed | | Х | | |
| 18. Dust mop vacuum, floors and stairwells. | Treated dust mop, broom vacuum | None | Х | | | |
| Spot mop spillage or wet mop. | 18 or 24 oz. mop | Appropriate floor cleaner | As needed | | | |
| Total wet mopping. For stairwell begin at top and work down. | 18 or 24 oz. mop | Appropriate floor cleaner | As needed | Х | | |
| 21. Replace burned out lights | non-metallic ladder, light pole | Appropriate lamps | As needed | | | |
| 22. Check windows, and entries | None | None | Х | | | |

STUDENT LABS(SCIENCE, SHOP, ART, HOME ETC.)

| PROCEDURE | EQUIPMENT | MATERIALS | FR | EQUEN | CY |
|--|-------------------------------|------------------------------------|---------------|-------|-----|
| | | | DAILY | WEEK | MON |
| 23. Clean chalk/marker rail | Damp cloth lightly oiled | None | Х | | |
| 24. Clean chalk/marker rail and if assigned | | As directed for type of chalkboard | | Х | |
| 25. Empty pencil sharpener into wastebasket | none | none | X | | |
| 26. Empty wastebasket(s) remove trash | none | none | Х | | |
| 27. Dust desks, ledges and sills beginning at the highest point and working down | Bench brush or damp cloth | none | | 2X | |
| 28. Spot clean floors, walls, doors, desks and chairs | Cloth/Mop | Properly mixed all purpose cleaner | Х | | |
| 29. Clean door glass and windows | Cleaning cloth, paper towel | Glass cleaner | Spot clean | х | |
| 30. Dust mop tile, wood or terrazzo floors. Vacuum carpeting, move furniture and spot treat as necessary | Treated dust mop Vacuum | none | Х | | |
| 31. If room has sink or restroom, follow wash room procedures | | | X | | |
| 32. Check windows, shades and lights, replace burned out lamps | | | X | | |
| 33. Polish wooden cabinets and woodwork | Lightly oiled cloth | | | | Х |
| 34. Spot clean spillage as needed | 18 or 24 oz. mop | | Х | | |

In these areas it is understood that there is a division in cleaning between teacher/students and custodial staff. Class participants are responsible for cleaning all work surfaces and equipment.

Teacher/student responsibility

Check for debris and dispose in appropriate manner

Clean all horizontal surfaces

Anything on the floor is assumed trash by custodian Clean countertops as needed

MEDIA CENTER

| PROCEDURE | EQUIPMENT | MATERIALS | FR | EQUEN | CY |
|--|---------------------------------|------------------------------------|-------|-------|-----|
| | | | DAILY | WEEK | MON |
| 35. Empty pencil sharpener into wastebasket | None | None | Х | | |
| 36. Empty wastebasket(s) | None | None | Х | | |
| 37. Dust desks, ledges and sills beginning at the highest point and working down | Cleaning cloth | | | X | |
| 38. Spot clean walls, doors, desks and chairs | Cleaning cloth | Properly mixed all purpose cleaner | Х | | |
| 39. Dust mop tile, wood or terrazzo floors. Vacuum carpeting, move furniture and spot treat as necessary | Treated dust mop Vacuum | None | X | | |
| 40. Clean door glass and windows | Cleaning cloth, paper towel | Glass cleaner | Х | | |
| 41. Check windows, shades and lights, replace burned out lamps | Non-metallic ladder, light pole | Proper lamps | Х | | |
| 42. Polish wooden cabinets and woodwork | Lightly oiled cloth | | | | X |
| | | | | | |
| | | | | | |
| | | | | | |

Computers in the media centers and elsewhere are to be turned off at the end of the day. Any terminals found running should be shut down unless otherwise requested.

LOCKERROOMS

| PROCEDURE EQUIPMENT MATERIALS FREQUENCY | | | | | | | |
|--|------------------------------------|--|-------|------|-----|--|--|
| PROCEDURE | EQUIPMENT | WATERIALS | | | · I | | |
| | | | DAILY | WEEK | MON | | |
| 24. Fill all dispensers: soap, towels tissue, sanitary napkin, seat covers etc. | Proper key for proper dispenser | Proper products | Х | | | | |
| 25. Pick up litter empty all waste receptacles | None | Trash bags | Х | | | | |
| 26. Sweep floor | Treated mop or broom | None | Х | | | | |
| 27. Wipe outside of dispensers | Paper towel or cleaning cloth | Disinfectant solution | Х | | | | |
| 28. Dust horizontal surfaces | Paper towel or cleaning cloth | | | 3X | | | |
| 29. Clean sinks and faucets (let drip dry) | Cleaning cloth paper towel | Disinfectant solution | Х | | | | |
| 7. Clean toilets and urinal from top down (top toilet seat bottom toilet seat, inside fixtures outside fixtures, let drip dry) | Johnny-mop | All purpose cleaner properly mixed | Х | | | | |
| 8. Clean mirrors | Paper towel or cleaning cloth | Glass cleaner | X | | | | |
| Spot clean walls, patricians and doors (remove graffiti) | Paper towel or cleaning cloth | Disinfectant solution | Х | | | | |
| Use bowl acid in toilets and urinals, follow label directions | | Bowl acid | | Х | | | |
| Check lights and windows Replace burned out lights | non-metallic ladder, light pole | Appropriate lamps | Х | | | | |
| 12. Damp mop floor (start opposite entry door work back toward door) | 18 of 24 oz mop | Disinfectant floor cleaner | X | | | | |

Do not rinse surfaces washed with disinfectant solution. Allow to air dry to maximize disinfecting action.

Do not use powder or liquid cleaners on plumbing fixtures as this will damage chrome or porcelain finishes.

Daily cleaning with disinfectant solution will keep them clean and eventually remove green discoloration from chrome.

RESTROOMS

| PROCEDURE | EQUIPMENT | MATERIALS | FRE | QUENC | Υ |
|--|------------------------------------|------------------------------------|-------|-------|-----|
| | | | DAILY | WEEK | MON |
| 30. Fill all dispensers: soap, towels tissue, sanitary napkin, seat covers etc. | Proper key for proper dispenser | Proper products | 2X | | |
| 31. Pick up litter empty all waste receptacles | None | Trash bags | 4X | | |
| 32. Sweep floor | Treated mop or broom | None | Χ | | |
| 33. Wipe outside of dispensers | Paper towel or cleaning cloth | Disinfectant solution | X | | |
| 34. Dust horizontal surfaces | Paper towel or cleaning cloth | | | 3X | |
| 35. Clean sinks and faucets (let drip dry) | Cleaning cloth paper towel | Disinfectant solution | Х | | |
| 7. Clean toilets and urinal from top down (top toilet seat bottom toilet seat, inside fixtures outside fixtures, let drip dry) | Johnny-mop | All purpose cleaner properly mixed | Х | | |
| 8. Clean mirrors | Paper towel or cleaning cloth | Glass cleaner | X | | |
| 9. Spot clean walls, partitions and doors (remove graffiti) | Paper towel or cleaning cloth | Disinfectant solution | Х | | |
| Use bowl acid in toilets and urinals, follow label directions | | Bowl acid | | X | |
| 11. Check lights and windows Replace burned out lights | non-metallic ladder, light pole | Appropriate lamps | Х | | |
| 12. Damp mop floor (start opposite entry door work back toward door) | 18 of 24 oz mop | Disinfectant floor cleaner | Х | | |

| Restrooms should be constantly monitored. | | | | | | |
|---|------------------------------------|------------------------------------|-------|-------|-----|--|
| | | | | | | |
| | | | | | | |
| | CLEANING (| GUIDE | | | | |
| | SWIMMING P | POOLS | | | | |
| PROCEDURE | EQUIPMENT | MATERIALS | FRE | QUENC | Υ | |
| | | | DAILY | WEEK | MON | |
| 36. Collect and remove garbage | None | Trash bags | Х | | | |
| 37. Sanitize drinking fountain | Cleaning cloth | Disinfectant solution | Х | | | |
| 38. Wipe tables, spot clean chairs as needed | Cleaning cloth | Disinfectant solution | Х | | | |
| 39. Place chairs on tables or fold collapsible tables and store | None | None | Х | | | |
| 40. Sweep floor | Treated dust mop | none | Х | | | |
| 41. Mop floor | 18 of 24 oz mop | Disinfectant solution | | | | |
| 42. Spot clean walls and doors as needed | Paper towel or cleaning cloth | Properly mixed all purpose cleaner | | Х | | |
| 43. Clean mirrors, windows, glass | Paper towel or cleaning cloth | Glass cleaner | | Х | | |
| 44. Check lights and windows Replace burned out lights | non-metallic ladder, light pole | Proper lamps | х | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Place chairs back on floor if directed to do so. | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |

*Highlighted schools are part of a current bond project and undergoing varying stages of remodeling or new construction. This will be discussed in further detail at the Mandatory Walkthrough.

| | Year | Square | | | Student | |
|----------------------|-------|----------------|----------------|--------------|----------|--------------------|
| Building | Built | Footage | Stories | <u>Acres</u> | Capacity | <u>Address</u> |
| Open Schools | | | | | | |
| | | | | | | 3115 Mackinaw, |
| Arthur Hill *Remodel | 1940 | 276,344 | 3+B | 63.4 | 2,286 | 48602 |
| Saginaw High | | | | | | 3100 Webber. |
| *Remodel | 1954 | 270,044 | 3+B | 67.5 | 2,018 | 48601 |
| | | | | | | 1903 N. Niagara, |
| SASA *Construction | 1965 | 112,860 | 1 | 9.3 | 1,200 | 48602 |
| SCC | 1971 | 119,031 | 1 | 17.8 | 575 | 2102 Weiss, 48602 |
| Thompson | 2007 | 145,807 | 3 | 8.43 | 900 | 3021 Court, 48602 |
| | | | | | | 500 W. Johnson, |
| Zilwaukee | 1954 | 45,195 | 1+B | 18.7 | 507 | 48604 |
| | | | | | | 1000 Cathay, |
| Arthur Eddy | 1955 | 89,186 | 1 | 14.4 | 622 | 48601 |
| Handley | | | | | | |
| *Construction | 1922 | 109,626 | 3+B | 4.5 | 753 | 224 N. Elm, 48602 |
| | | | | | | 1905 Houghton, |
| Herig | 1973 | 51,788 | 2 | 2.5 | 492 | 48602 |
| | | | | | | 3040 Davenport, |
| Kempton | 1962 | 46,082 | 1 | 4.4 | 496 | 48602 |
| | | | | | | 2001 Limerick, |
| Loomis | 2006 | 57,286 | 2 | 4.6 | 582 | 48601 |
| Merrill Park | 1960 | 39,936 | 2+B | 1.7 | 552 | 1800 Grout, 48602 |
| | | | | | | 2020 Brockway, |
| Chester Miller | 1963 | 34,367 | 2+B | 3.1 | 404 | 48602 |
| | 4055 | 40 505 | | 4.0 | 450 | 435 Randolph, |
| Jesse Rouse | 1955 | 49,585 | 2 | 4.9 | 452 | 48601 |
| Stone | 1970 | 52,935 | 2 | 2.9 | 492 | 1006 State, 48602 |
| Hann, Day (5000 | 1050 | 25 220 | | 4.0 | 250 | 3270 Perkins, |
| Henry Doerr/ECDD | 1958 | 25,330 | 1 | 4.6 | 250 | 48601 |
| Cuasas Assistant | 1005 | FF 000 | 4 . 5 | 4.60 | 200 | 1000 Tuscola, |
| Success Academy | 1995 | 55,000 | 1+B | 4.68 | 300 | 48607 |
| Open Facilities | 1055 | 26.426 | _ | 4 4 4 | N1 / A | 550 Maill 1 40005 |
| Administration | 1966 | 26,186 | 2 | 1.44 | N/A | 550 Millard, 48607 |
| Camilaa Caalaa 2 | 1005 | 46 744 | | 4.0 | N1 / A | 420 S. Warren, |
| Service Center 2 | 1985 | 16,711 | 1 | 1.9 | N/A | 48607 |

| Maint./Trans | 1930 | 26,417 | 2 | 3.1 | N/A | 1019 E. Genesee, 48607 |
|-------------------|------|--------|---|------|-----|---------------------------|
| Professional | | | | | | 1925 S. Outer, |
| Development | 1956 | 17,150 | 1 | 2.7 | N/A | 48601 |
| | | | | See | | 1019 E. Genesee, |
| Maint. II (Annex) | 1930 | 4,620 | 1 | MT | N/A | 48607 |
| | | | | See | | 1019 E. Genesee, |
| Grounds Storage | 1930 | 6,391 | 1 | MT | N/A | 48607 |
| Open Rentals | | | | | | |
| | | | | | | 3200 Perkins, |
| Claytor (ISD) | 1968 | 44,000 | 2 | 7.45 | 350 | 48601 |

| | <u>Year</u> | <u>Square</u> | | Student | |
|----------------------------|--------------|----------------|--------------|-----------------|------------------------------|
| Building | <u>Built</u> | <u>Footage</u> | <u>Acres</u> | <u>Capacity</u> | <u>Address</u> |
| Closed Facilities | | | | | |
| Daniels Middle | 1983 | 128,150 | 6.3 | 982 | 1010 Hoyt, 48607 |
| Coulter | 1971 | 39,373 | 6.4 | 343 | 1450 Bridgton, 48601 |
| Heavenrich | 1961 | 45,589 | 7.8 | 642 | 2435 Perkins, 48601 |
| Houghton | 1956 | 61,443 | 5.4 | 704 | 1604 Johnson, 48601 |
| Longfellow | 1965 | 58,736 | 5.3 | 582 | 1314 Brown, 48601 |
| Service Center 1 | 1966 | 24,680 | 0.8 | N/A | 425 S. Warren, 48607 |
| Staff Development | 1956 | 25,589 | 6.08 | N/A | 1505 Ottawa, 48602 |
| Bailie | 1957 | 38,312 | 18.2 | 522 | 1124 N. Findley, 48601 |
| Emerson | 1967 | 47,421 | 2.4 | 612 | 1422 Merrill, 48601 |
| | | | | | 3240 Livingston, |
| Nelle Haley | 1957 | 33,778 | 7.2 | 492 | 48601 |
| Jones | 1960 | 21,782 | 2.2 | 492 | 1602 Cherry, 48601 |
| Morley | 1936 | | 16.8 | | 2601 Lapeer Ave, 48601 |
| Webber | 1922 | | 12.1 | | 2600 Prescott Ave, 48601 |
| Webber Elem. | 1966 | | Incl. | | 2000 Morris St, 48601 |
| Kochville *No Services | | | 21.79 | | 2600 Kochville Rd, 48604 |
| S. 27th St. | | | 1.1 | | 700/800 S. 27th St. 48601 |
| BV Facilities | | | | | |
| *Sale pending BV Admin. | 1965 | 5,400 | 27.21 | N/A | 705 N. Towerline, 48601 |
| Ricker Middle (Phoenix) | 1955 | 48,160 | 16.46 | N/A | 1925 S. Outer, 48601 |

Appendix E Custodial Equipment

| LOCATION | MAKE/MODEL | DESCRIPTION | CONDITION |
|--------------|-------------------------|-----------------------|-----------|
| | | | |
| MERRILL PARK | POWER EAGLE 1000 | CARPET CLEANER | FAIR |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | TENNANT TRUE HEPA | BACKPACK VACUUM | FAIR |
| | TENNANT | VACUUM | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | | | |
| HANDLEY | SC 1500 ECOFLEX | RIDING FLOOR SCRUBBER | FAIR |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | NOBLES/POWER EAGLE 1020 | CARPET CLEANER | FAIR |
| | MERIT | SIDE BY SIDE | GOOD |
| | SANITAIRE | VACUUM | GOOD |
| | TENNANT TRUE HEPA | VACUUM | FAIR |
| | TENNANT TRUE HEPA | VACUUM | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES | SIDE BY SIDE | GOOD |
| | | | |
| <u>HERIG</u> | GENERAL | SIDE BY SIDE | GOOD |
| | | WALK BEHIND FLOOR | |
| | NOBLES | SCRUBBER | GOOD |
| | SANITAIRE | VACUUM | GOOD |
| | SATURN | SIDE BY SIDE | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | TENNANT | BACKPACK VACUUM | GOOD |
| | NOBLES POWER EAGLE | CARPET CLEANER | FAIR |
| | | | |
| JESSE ROUSE | TENANT 3220 | VACUUM | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | VIPER | SIDE BY SIDE | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | RIGID | WET VAC | GOOD |

| | GENERAL | SIDE BY SIDE | FAIR |
|-------------|---------------------------|-----------------------|------|
| | | | |
| <u>SASA</u> | NOBLE/EZ RIDER | RIDING FLOOR SCRUBBER | FAIR |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | KAWASAKI/FH500V | WALK BEHIND BUFFER | FAIR |
| | MERIT | SIDE BY SIDE | FAIR |
| | SANITAIRE | VACUUM | GOOD |
| | SANITAIRE | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | TENNANT | VACUUM | FAIR |
| | | | |
| STONE | TENNANT | CARPET CLEANER | GOOD |
| | ONANO PERFORMER | BUFFER | GOOD |
| | NOBLES TYPHOON EV | WET VAC | FAIR |
| | TENNANT | VACUUM | FAIR |
| | SANITAIRE | VACUUM | GOOD |
| | TENNANT TRUE HEPA | BACKPACK VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | | | |
| KEMPTON | CLEAN MAX | VACUUM | GOOD |
| | SANITAIRE | VACUUM | GOOD |
| | MINUTEMAN | SIDE BY SIDE | GOOD |
| | NOBLE SPEED SCRUBBER 2001 | FLOOR SCRUBBER | FAIR |
| | NOBLES | CARPET CLEANER | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | | | |
| ARTHUR HILL | NOBLES TYPHOON EV | WET VAC | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | MINUTEMAN | FLOOR SCRUBBER | FAIR |
| | MERIT | FLOOR SCRUBBER | FAIR |
| | SANITAIRE | VACUUM | GOOD |
| | SANITAIRE | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES EZ RIDER | RIDING FLOOR SCRUBBER | GOOD |
| | NOBLES POWER EAGLE | CARPET CLEANER | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES EZ RIDER | RIDING FLOOR SCRUBBER | GOOD |
| | | | |
| HENRY DOERR | CLEAN MAX | VACUUM | GOOD |

| | SANITAIRE | VACUUM | GOOD |
|----------------|----------------------------|-----------------------|------|
| | TENNANT POWER EAGLE 1000 | CARPET CLEANER | GOOD |
| | MERRIT | SIDE BY SIDE | FAIR |
| | TENNANT TYPHOON EV | WET VAC | FAIR |
| | | | |
| ARTHUR EDDY | NOLES TYPHOON EV | WET VAC | GOOD |
| | GENERAL | SIDE BY SIDE | FAIR |
| | SC15 ECOFLEX | RIDING FLOOR SCRUBBER | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | TENNANT POWER EAGLE | CARPET CLEANER | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | | | |
| CHESTER MILLER | NOBLES TYPHOON EV | WET VAC | GOOD |
| - | NOBLES TYPHOON EV | WET VAC | GOOD |
| | TENNANT POWER EAGLE 1020 | | |
| | PLUS | CARPET CLEANER | GOOD |
| | VIPER | SIDE BY SIDE | FAIR |
| | | WALK BEHIND FLOOR | |
| | VIPER | SCRUBBER | FAIR |
| | SANITAIRE | VACUUM | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| ZILWAUKEE | MERIT | SIDE BY SIDE | FAIR |
| ZILVVAORLL | SC1500 ECOFLEX ADVANCE | RIDING FLOOR SCRUBBER | FAIR |
| | TENNANT POWER EAGLE 1020 | KIDING FEOOK SCROBBER | TAIK |
| | PLUS | CARPET CLEANER | FAIR |
| | SANITAIRE | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES SPEED SHINE | SIDE BY SIDE | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | RIGID | WET VAC | GOOD |
| | | | |
| SCC | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES POWER EAGLE 1000 | CARPET CLEANER | FAIR |
| | NOBLES SPEED SCRUBBER 2000 | FLOOR SCRUBBER | FAIR |
| | TENNANT TYPHOON EV | WET VAC | GOOD |

| | TENNANT TYPHOON EV | WET VAC | GOOD |
|----------------|--------------------------|-----------------------|-------------|
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | ADVANCE | SIDE BY SIDE | FAIR |
| | | | |
| THOMPSON | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | SUPER COACH PRO TEAM | BACKPACK VACUUM | GOOD |
| | TENNANT TRUE HEPA | BACKPACK VACUUM | GOOD |
| | ONAN | FLOOR SCRUBBER | GOOD |
| | TENNANT TYPHOON EV | WET VAC | GOOD |
| | TENNANT TYPHOON EV | WET VAC | GOOD |
| | TENNANT TYPHOON EV | WET VAC | GOOD |
| | MERIT | SIDE BY SIDE | GOOD |
| | MINUTEMAN AMBASSADOR 20 | SIDE BY SIDE | GOOD |
| | NOBLES POWER EAGLE 1000 | CARPET CLEANER | GOOD |
| | TASKI SWINGO | RIDING FLOOR SCRUBBER | GOOD |
| | | | |
| <u>LOOMIS</u> | SPEED SCRUB 2601 | FLOOR SCRUBBER | GOOD |
| | NOBLE SPEED SHINE | SIDE BY SIDE | FAIR/REPAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | MINUTEMAN | SIDE BY SIDE | GOOD |
| | | | |
| SAGINAW HIGH | | | |
| | MERIT WINDSOR | SIDE BY SIDE | GOOD |
| | SWINGO | RIDING FLOOR SCRUBBER | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | NOBLES TYPHOON EV | WET VAC | GOOD |
| | TENNANT POWER EAGLE PLUS | CARPET CLEANER | GOOD |
| | TENNANT 7100 | RIDING FLOOR SCRUBBER | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | CLEAN MAX | VACUUM | GOOD |
| | SANITAIRE | VACUUM | FAIR |
| | SANITAIRE | VACUUM | FAIR |
| | CLEAN MAX | VACUUM | GOOD |
| | | | |
| ADMINISTRATION | CLEAN MAX | VACUUM | GOOD |

| SANITAIRE | VACUUM | GOOD |
|-----------------|----------------|-------------|
| SPEEDSHINE 2000 | BUFFER | GOOD |
| VIPER | BUFFER | FAIR/REPAIR |
| CASTEX | CARPET CLEANER | FAIR |
| NOBLES | WET VAC | GOOD |
| NOBLES | SIDE BY SIDE | FAIR |
| CLEAN MAX | VACUUM | GOOD |

Appendix F Maintenance/Grounds Equipment

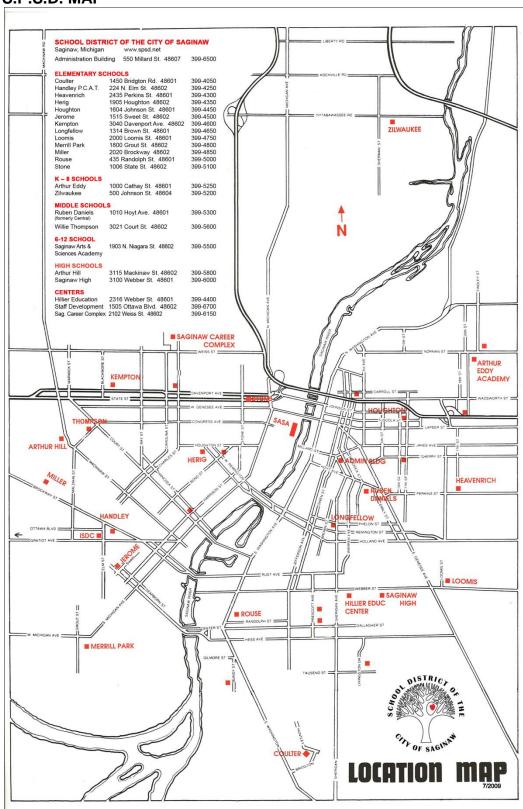
2022 GMC 3500 PICK UP 2022 GMC 3500 PICK UP 2022 GMC 3500 PICK UP 2020 GMC 3500 PICK UP 2013 CHEVY 2500 VAN 2013 FORD E 250 VAN 2012 FORD F250 PICK UP **2012 JEEP 2012 FORD VAN E 150** 2012 FORD E 350 BOX TRUCK 2010 FORD F250 PICK UP 2009 FORD VAN 2006 FORD EXPLORER 2006 CHEVY 3500 PICK-UP 2003 GMC PICK UP 2003 CHEVY C4500 **2001 FORD F350 PICK UP** 2001 FORD E250 VAN 2000 GMC VAN 1999 FORD F350 PICK UP 1998 DODGE 2500 HD 4X4 **1998 GMC VAN** 1998 CHEVY BLAZER 1998 GMC 3500 ONE TON DUAL TIRE 1997 CHEVY 1500 VAN 1996 INTERNATIOAL REFER TRUCK 1996 KODIAK DUMP TRUCK 1995 FORD 250 VAN 1995 FORD F250 PICK UP 1993 FORD 250 VAN 1984 CHEVY C10 PICK UP 1984 CHEVY C30 STACK RACK 1976 INTERNATIONAL PACKER 1800 1973 CHEVY 30 STEP VAN **2016 CUB CADET** 2106 CUB CADET 2016 CUB CADET 2017 CUB CADET 2017 CUB CADET 2017 CUB CADET 2017 CUB CADET **GOLF CART GOLF CART**

GOLF CART 2022 80"X18' HD TRAILER 2022 6X14 LAWN TRAILER 1998 BACK-HOE PRO TRAILER 1997 TOW-LINE TRAILER 1991 TOW-LINE TRAILER 1991 TOW-LINE TRAILER 1991 TOW-LINE TRAILER 1987 TRI-AX TRAILER 1972 TIGERLINE TRAILER 24FT CARGO MATE TRAILER **UTILITY TRAILER UTILITY TRAILER CAR HAULER TRAILER TRAILER DUMP TRAILER** 1999 TORO 580 MOWER M#30582 1994 TORO 580 MOWER M#30580 **2012 TORO Z-MASTER M#78535 TORO GRANDSTAND M#74553** 2016 GRAVELY PRO TURN 472 **GRAVELY PRO TURN 260 GRAVELY PRO TURN 260 EX MARK TURF TRACER** 2020 EXMARK 96 2020 EXMARK 96 KUBOTA M6800 M#680 **FORD CM 274 1976 TEREX LOADER M#72-21-AA BOBCAT FORD 2600 TRACTOR 2022 TORO Z-MASTER 72" 2022 TORO Z-MASTER 72"**

2022 John Deere 72" Zero Turn 2022 John Deere 72" Zero Turn

APPENDIX G

S.P.S.D. MAP



Appendix H

PROPOSED CUSTODIAL/ MAINTENANCE SERVICES CONTRACT

| entered into between The district, whos "S.P.S.D.") a | custodial/ Maintenance Services contract, (the "Contract") this day of, 2023 (the "Effective Date") by and school District of the City of Saginaw, a Michigan general powers school se address is 550 Millard Street, Saginaw, Michigan 48607 (hereinafter the ind, a, whose address is (hereafter the "Contractor") (collectively the |
|---|---|
| "Parties"). | |
| RECITALS | |
| contractors maintenance | The S.P.S.D. issued a Request For Proposals for Facilities Services dated 2023 (the "RFP"), the purpose of which was to solicit proposals from qualified with the ability to deliver a Turnkey Solution for custodial services, services, warehouse duties, full grounds services, supplies and other uested by the S.P.S.D (the "Facilities Services") at a more cost effective price. |
| | The Contractor submitted to the S.P.S.D. a Proposal to the RFP dated, 2023 (the "Proposal") to provide all Facilities Services contemplated by the |
| | Pursuant to the terms of the RFP, the Contractor shall be required to enter contract with the S.P.S.D. following written acceptance of the Proposal by |
| Proposal mu | The Parties agree that certain terms and provisions of the RFP and the st be further clarified and that certain additional terms and conditions need sly set forth by way of this Contract. |
| NOW, | THEREFORE, in consideration of the foregoing and the mutual covenants |

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference.

set forth herein, the Parties agree as follows:

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, Addenda to the RFP, if any, the Proposal and other related documents, and by including certain additional

necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP.

(b) Order Of Precedence.

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

- i. This Contract;
- ii. <u>Exhibit A</u> to this Contract the RFP and Addenda (if any);
- iii. **Exhibit B** to this Contract Contractor's Proposal Cost Sheet:
- iv. **Exhibit C** to this Contract Inventory of Equipment (the "Inventory"); and
- v. **Exhibit D** to this Contract Contractor's Proposal.

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

2. TERM AND TERMINATION

The term of this Contract shall be for a period of three (1) year, commencing June 1st, 2023 (the "Initial Term"). The S.P.S.D. shall have the option to extend this Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the S.P.S.D.'s Board of Education, in its sole discretion (each a "Renewal Term"). Nothing in this Contract requires the S.P.S.D. to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised. One Hundred and Twenty (120) days prior to the end of the Initial Term, or any Renewal Term, Contractor shall provide the S.P.S.D. in writing with a detailed fee schedule for the next fiscal year and the S.P.S.D. shall notify the Contractor within sixty (60) days of its receipt of Contractor's detailed fee schedule for the next fiscal year as to whether the S.P.S.D. will exercise any option for a Renewal Term. This Contract may be terminated in accordance with the provisions of the RFP.

3. INVOICING AND PAYMENT TERMS

(a) Invoices.

Contractor shall invoice the S.P.S.D. in equal installments on a once-permonth basis for all Custodial Services rendered under the Contract

Documents. Invoices shall itemize charges for labor, equipment and supplies for each Facility. Invoices shall be submitted to Accounts Payable, School District of the City of Saginaw, 550 Millard Street, Saginaw, Michigan 48607.

(b) Additional Charges.

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

(c) Payments.

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

4. SUPPLIES AND EQUIPMENT

(a) Supplies.

Once the S.P.S.D.'s current supply inventory is exhausted, the Contractor will assume responsibility for the procurement of any necessary cleaning supplies/materials and/or any necessary paper products/supplies. The Contractor shall procure the necessary supplies, material and/or equipment, in the amounts and quantities deemed appropriate by the Contractor to perform the Custodial Services and agreed to by the S.P.S.D. in writing. All core supplies shall be procured in accordance with the specifications set forth in the RFP, unless prior written approval is received from the S.P.S.D. The Contractor shall submit to the S.P.S.D. a monthly report detailing all consumption of supplies (including type, quantity and cost) for each S.P.S.D. Facility. Additionally, any and all procurements by Contractor must be in compliance with all applicable laws, rules,

regulations, policies and procedures, including, but not limited to, compliance with MCL 380.1274 and applicable S.P.S.D. policy and procedures.

(b) Equipment.

The Contractor may utilize the S.P.S.D.'s existing Inventory of equipment and small hand tools (the "Equipment") to perform the Custodial Services. Title to this Equipment shall remain with the S.P.S.D. The S.P.S.D. and Contractor agree that the Inventory of S.P.S.D.-owned Equipment as of the Effective Date is set forth on Appendix E. The Contractor shall be responsible for maintaining the Equipment, or repairing it if it is damaged, at its sole cost and expense. The S.P.S.D. will allot \$50,000 per year of the Initial Term or any Renewal Term to the Contractor for the purchase of new equipment and hand tools to be used to replace retired Equipment. The Contractor shall submit a written request to the S.P.S.D. for the approval of any such purchases and the S.P.S.D. will issue payment in accordance with Section 3 above, upon receipt of the actual invoice/purchase order for the S.P.S.D. approved new equipment or hand tools. Title to this new equipment or hand tools shall remain with the S.P.S.D., although the Contractor shall maintain and repair such newly purchased equipment or hand tools at its sole cost and expense. It is understood and agreed that the new equipment purchased shall not be used to replace Equipment that is damaged due to the fault of Contractor. The Inventory shall be updated annually to reflect any new equipment purchased.

5. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

The Contractor acknowledges and agrees that unless the S.P.S.D. notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have it, and any and all of its agents, employees or representatives who will be on any S.P.S.D. premises to carry out the Custodial Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the S.P.S.D., or provide written notification to the S.P.S.D. that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district. intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the S.P.S.D. acknowledging its consent to provide Contractor with a copy of the report. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the S.P.S.D. that it will at all times during the Initial

Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but limited to, reporting to the S.P.S.D. within 3 business days of when it, or any of its agents, employees or representatives who will be on S.P.S.D. premises to carry out the Custodial Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the S.P.S.D. if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the S.P.S.D., its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual 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 aboverequired fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the S.P.S.D., to enable the S.P.S.D. to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

6. INDEMNIFICATION

(a) General Indemnification.

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

(b) Environmental Indemnification.

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any S.P.S.D. property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the S.P.S.D., its Board of Education, in their official and individual capacities,

administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Custodial Services in or about any S.P.S.D. 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 seg.) ("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 Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

7. MEETINGS

The Supervisor/Project Manager for the Custodial Services, as designated by the Contractor pursuant to the Contract Documents, shall schedule monthly meetings with the Operations Manager of the S.P.S.D. to discuss the provision of the Custodial Services, or more frequent as requested by the S.P.S.D..

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

| SAGINAW PUBLIC SCHOOL DISTRICT | [CONTRACTOR] |
|--------------------------------|--------------|
| Ву: | |

| Its: | By: |
|-------|-------|
| Date: | Its: |
| | Date: |

APPENDIX I

| School Name | Shift | Time | Position | Date of Hire | Pay Rate | |
|---------------------|--------|--------------------|---------------|-----------------|-------------|--|
| | | | | | | |
| Admin Bldg | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 14.50 | |
| Admin Bldg | 2 | 2:30pm- 11:00pm | GC | 9/30/2020 | \$ 13.50 | |
| Arthur Eddy | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 14.50 | |
| Arthur Eddy | 2 | 2:30pm- 11:00pm | GC | 11/19/21 | \$ 13.50 | |
| Arthur Eddy | 2 | 2:30pm- 11:00pm | GC | 03/15/22 | \$ 13.50 | |
| Bus Garage/District | 1 | 6:00am- 2:30pm | SUPV. | 09/01/15 | \$ 22.35 | |
| Bus Garage/District | 2 | 2:30pm- 11:00pm | SUPV. | 09/01/15 | \$ 21.63 | |
| Arthur Hill | 1 | 5:30am- 2:00pm | Lead | 09/01/15 | \$ 21.44 | |
| Arthur Hill | 1 | 6:00am - 2:30pm | GC | 09/01/15 | \$ 13.65 | |
| Arthur Hill | 2 (.5) | 3:30pm- 7:30pm | GC | 09/01/15 | \$ 13.50 | |
| Arthur Hill | 2 | 2:30pm- 11:00pm | Night Lead | 09/01/15 | \$ 19.11 | |
| Arthur Hill | 2 | 2:30pm- 11:00pm | GC | 12/19/2019 | \$ 13.50 | |
| Arthur Hill | 2 | 2:30pm- 11:00pm | GC | | \$ 13.50 | |
| Chester Miller | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 19.28 | |
| Chester Miller | 2 | 2:30pm- 11:00pm | GC | 12/16/22 | \$ 13.50 | |
| Handley | 1 | 6:00am- 2:30pm | Lead | 08/15/22 | \$ 14.50 | |
| Handley | 2 | 2:30pm- 11:00pm | GC | 09/01/15 | \$ 13.50 | |
| Handley | 2 | 2:30pm- 11:00pm | GC | | \$ 13.50 | |

| Henry Doerr | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 20.41 |
|-----------------|--------|--------------------|-------------|----------|-------------|
| Henry Doerr | 1 | 4:00pm- 8:00pm | GC | 02/06/18 | \$ 13.50 |
| Herig | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 14.50 |
| Herig | 2 | 2:30pm- 11:00pm | GC | 03/01/22 | \$ 13.50 |
| Jessie Loomis | 2 (.5) | 4:00pm- 9:00pm | GC | 05/08/19 | \$ 13.50 |
| Jessie Loomis | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 17.06 |
| Jessie Loomis | 2 | 2:00pm- 10:30pm | GC | 09/14/21 | \$ 13.50 |
| Jessie Rouse | 1 | 6:00am- 2:30pm | Lead | 01/13/17 | \$ 14.50 |
| Jessie Rouse | 2 | 2:30pm- 11:00pm | GC | 03/25/21 | \$ 13.50 |
| Kempton | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 14.50 |
| Kempton | 2 | 2:30pm- 11:00pm | GC | 01/12/23 | \$ 13.50 |
| Merrill Park | 1 | 6:00am- 2:30pm | Lead | 07/20/22 | \$ 13.50 |
| Merrill Park | 2 | 2:30pm- 11:00pm | GC | 12/15/22 | \$ 13.50 |
| Success Academy | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 19.28 |
| Success Academy | 2 | 2:30pm- 7:30pm | GC | 02/05/16 | \$ 13.50 |
| Saginaw High | 1 | 6:00am- 2:30pm | Lead | 06/07/18 | \$ 14.50 |
| Saginaw High | 1 | 6:00am- 2:30pm | GC | 02/18/16 | \$ 13.86 |
| Saginaw High | 1 | 5:30am- 2:00pm | Laundry | 05/31/19 | \$ 13.50 |
| Saginaw High | 2 | 2:30pm- 11:00pm | Lead | | \$ 14.50 |
| Saginaw High | 2 | 2:30pm- 11:00pm | GC | 01/05/22 | \$ 13.50 |
| Saginaw High | 2 | 2:30pm- 11:00pm | GC | 10/08/21 | \$ 13.50 |
| SASA | 1 | 6:00am- 2:30pm | Day Lead | 09/01/15 | \$ 20.87 |

| SASA | 2 | 2:30pm- 11:00pm | GC | 11/24/21 | \$ 14.41 |
|-----------|---|--------------------|-------------|----------|----------|
| SASA | 2 | 2:30pm- 11:00pm | GC | 02/17/21 | \$ 13.50 |
| SASA | 2 | 2:30pm- 11:00pm | Lead | 09/01/15 | \$ 21.75 |
| SCC | 1 | 5:30am- 2:00pm | Day Lead | 09/01/15 | \$ 14.50 |
| SCC | 2 | 2:30pm- 11:00pm | Lead | 09/01/15 | \$ 20.41 |
| SCC | 2 | 2:30pm- 11:00pm | GC | 01/09/23 | \$ 13.50 |
| Stone | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 20.41 |
| Stone | 2 | 2:30pm- 11:00pm | GC | 09/13/22 | \$ 13.50 |
| Thompson | 1 | 6:00am- 2:30pm | GC | 09/01/15 | \$ 14.70 |
| Thompson | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 21.48 |
| Thompson | 2 | 2:00pm- 10:30pm | GC | 01/09/23 | \$ 13.50 |
| Thompson | 2 | 2:00pm- 10:30pm | GC | 02/01/23 | \$ 13.50 |
| Zilwaukee | 1 | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 14.50 |
| Zilwaukee | 2 | 2:30pm- 11:00pm | GC | 01/24/23 | \$ 13.50 |
| Zilwaukee | 2 | 2:30pm- 11:00pm | GC | 08/24/20 | \$ 13.50 |
| | | - | | · | |

| Discipline | Shift | Time | Position | Date of Hire | Pay Rate |
|----------------------|-------|-------------------|----------|-----------------|-------------|
| Licensed Electrician | | 6:00am- 2:30pm | Lead | 06/28/16 | \$ 27.50 |
| Licensed Plumber | | 6:00am- 2:30pm | Lead | 04/15/19 | \$ 27.50 |
| Licensed HVAC-R | | 6:00am- 2:30pm | Lead | 10/08/18 | \$ 27.50 |
| Plumber | | 6:00am- 2:30pm | GM | 09/01/15 | \$ 22.75 |
| Carpenter (lead) | | 6:00am- 2:30pm | Lead | 09/01/15 | \$ 22.48 |

| Maintenance | 7:00am- 3:30pm | GM | 09/01/15 | \$ 23.29 |
|-------------------------|-------------------|----|----------|----------|
| Maintenance | 6:00am- 2:30pm | GM | 10/30/15 | \$ 16.50 |
| Carpenter | 6:00am- 2:30pm | GM | | \$ 16.50 |
| Maintenance Mechanic | 6:00am- 2:30pm | GM | | \$17.00 |
| | | | | |

| Discipline | Shift | Time | Position | Date of Hire | Pay Rate | |
|--------------|-------|---------|----------|-----------------|-------------|--|
| Lead Grounds | | 6:00am- | Lead | 10/03/17 | \$ 19.00 | |
| Lead Grounds | | 2:30pm | Leau | | \$ 19.00 | |
| Grounds | | 6:00am- | GG | 07/24/22 | \$ 15.50 | |
| Grounus | | 2:30pm | GG | | \$ 15.50 | |
| Crounds | | 6:00am- | | 05/03/18 | \$ 15.50 | |
| Grounds | | 2:30pm | GG | | \$ 15.50 | |
| 0 1 | | 6:00am- | GG | 09/01/15 | ć 10.30 | |
| Grounds | | 2:30pm | | | \$ 19.28 | |
| Casuada | | 6:00am- | GG | 07/16/18 | ć 1F F0 | |
| Grounds | | 2:30pm | | | \$ 15.50 | |
| Cuarrada | | 6:00am- | GG | 09/01/22 | ć 15 50 | |
| Grounds | | 2:30pm | | | \$ 15.50 | |
| Grounds | | 6:00am- | GG | 09/26/22 | ć 15 50 | |
| | | 2:30pm | | | \$ 15.50 | |
| Grounds | | 6:00am- | 66 | 09/01/15 | ć 45.50 | |
| | | 2:30pm | GG | | \$ 15.50 | |