

**REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES**

Wayland Union

**WAYLAND UNION SCHOOLS
850 E. Superior Street
Wayland, Michigan 49348**

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CLARK HILL

I. OVERVIEW

Wayland Union Schools (the “School District”) currently provides custodial services for all its Facilities on a year-round basis utilizing a third-party contracted service provider. The purpose of this Request For Proposals For Custodial Services (the “RFP”) is to solicit proposals under which a contractual relationship(s) may be established with one or more experienced and qualified entity(ies) to provide the Custodial Services requested herein to the School District in the most efficient and cost-effective manner possible while, at the same time, ensuring that the staff, students and community users of the School District’s Facilities have a safe, healthy, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those Facilities.

1.1. OBJECTIVES OF RFP

The primary objective of this RFP is to offer experienced professional custodial services providers the opportunity to present a Proposal that thoroughly details their scope of services, staffing plans and cost structures for, along with their **qualifications** and **experience** in, providing and performing comprehensive custodial services for the School District and its Facilities.

The secondary objective of this RFP, subject to the terms and conditions of the Contract, is to establish a mutually beneficial relationship with one or more experienced professional services providers under which the Custodial Services will be performed. Each Proposal must detail the Contractor’s experience and expertise in order to allow the School District to properly and promptly evaluate each Proposal and the scope of services to which the Proposal pertains, and the failure to do so may cause the School District to reject said Proposal.

NOTE: Throughout this RFP, a prospective custodial services entity is referred to as the “Contractor.”

1.2. RFP PROCESS

The RFP and related documents will be available through the School District’s website at:

<https://waylandunion.org/district/administration/request-for-bids/>

As set forth in Section 1.4, a **mandatory** Pre-Proposal Conference will be held by the School District on the date and time and location set forth in Section 1.4 herein. During the Pre-Proposal Conference, the School District will address current operational issues and the desired scope of Custodial Services, and Contractors will be given the opportunity to ask questions regarding this RFP and the scope of the Custodial Services. Thereafter, Contractors will be given an opportunity to tour select Facilities on the date and time set forth in Section 1.4 herein. For the Pre-Proposal Conference and Facilities tours, ***only one (1) representative from each company is permitted to attend for safety and capacity reasons.*** Any questions or issues from prospective Contractors prior to or

following the Pre-Proposal Conference will be addressed by the School District in accordance with Sections 1.5.9 and 1.5.11 of this RFP.

Following the receipt of Proposals, the School District will review and evaluate the scope of, and methods and procedures for, the Custodial Services, as well as staffing plans and cost structures proposed to provide effective Custodial Services for the School District within the scope of this RFP and the Contract. Past experience will also be reviewed through the references of each company, and accordingly, staffing and experience with public school district facility operations should be included in the company's qualifications as these references will be a component of the School District's review of each Proposal.

The School District may select one or more experienced and qualified companies to proceed with the interview and negotiation process from those submitting Proposals. The School District, in its sole and absolute discretion, will select the Proposal(s), if any, that it deems most qualified to serve the best interests of the School District, and may elect to move forward with all, some or none of the Services contemplated herein. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the companies submitting Proposals. A major portion of the negotiations will include the financial terms of the Contract. The School District reserves the right to select different/multiple vendors to perform the Custodial Services contemplated under this RFP.

1.3. **SCHOOL DISTRICT PROFILE**

The School District is located in Allegan County, Michigan. The School District has a current enrollment of approximately 2,900 students in grades K-12. The School District operates six (6) school buildings, which include elementary, middle and high school buildings and athletic facilities, along with three (3) administrative and operations buildings (each a "Facility" and collectively the "Facilities"). These Facilities contain approximately 600,000 gross square feet of space which must be cleaned and maintained daily. In addition to regular weekday uses for educational and co-curricular activities, scheduled use of the Facilities regularly occurs after school and on weekends. These additional uses are relatively common, especially at the high school Facility. **Please refer to the accompanying information and attachments for requisite operational information relative to the School District's Custodial Services.**

1.4. **RFP TIMELINE**

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

Issuance of this RFP	March 23, 2021
<u>Mandatory</u> Pre-Proposal Conference	
<i>Held at: 850 E. Superior</i>	9 a.m. – March 30, 2021
<i>Wayland, Michigan 49344</i>	
Facilities Tours	10 a.m. – March 30, 2021
Deadline for Intent To Respond	5:00 p.m. – April 6, 2021
Deadline for written Requests For Clarifications	4:00 p.m. – April 13, 2021
DUE DATE FOR PROPOSALS	2 p.m. – APRIL 22, 2021

Contractor Interviews and Presentations	May 2021
Board of Education Consideration of Contract Award	June 2021
Implementation of Contract	September 1, 2021

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline set forth above as it determines to be in its best interest.

1.5. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

April 22, 2021 at 2:00 p.m. local time (the “Due Date”)

1.5.1. Proposal Delivery: The Proposal and all other required information must be delivered in a sealed box or other appropriate sealed packaging marked in the lower left-hand corner as follows:

SEALED PROPOSAL ENCLOSED
 WAYLAND UNION SCHOOLS
 CUSTODIAL SERVICES
 [Contractor’s Name]
 [Contractor’s Address]
 [Contractor’s Telephone Number]
 [Type of Service(s) included in Proposal]

The Proposal package must also be addressed and delivered on or before the Due Date as follows:

WAYLAND UNION SCHOOLS
 Attention: Pat Velie
 850 E. Superior Street
 Wayland, Michigan 49348

1.5.2. Signed Original Proposal: Each Proposal must be submitted as an original hard copy and signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted or considered. Each Proposal must be submitted on the Proposal Forms attached to this RFP. The *Pricing Forms, Staffing Forms and Affidavits* **must** be submitted in a separate sealed envelope as set forth in Section 1.5.3 below. *Moreover, see Section 1.6 regarding format of Proposal.*

1.5.3. Separate Envelope for Pricing and Staffing Forms and Affidavits: The Contractor **must** submit all *Pricing Forms, Staffing Forms and Affidavits* in a separate sealed envelope as part of its overall Proposal Package. The envelope should be marked in the same manner as set forth in Section 1.5.1 above, but also include “PROPOSAL FORMS” in the lower right-hand corner of the envelope. This will enable to School District to efficiently conduct the Proposal Opening process.

- 1.5.4. Copies of Proposal:** The Contractor shall also submit four (4) complete copies of the signed original Proposal (with all Proposal Forms and Affidavits) and one (1) copy of the entire Proposal (including Proposal Forms and Affidavits) on a flash drive. If there is any discrepancy between the hard copy Proposal and the electronic version, the hard copy shall control.
- 1.5.5. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 1.5.6. Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense, for a period of two (2) weeks following the Due Date.
- 1.5.7. Opening of Proposals:** At approximately 1:15 p.m. on the Due Date stated above, the School District will acknowledge receipt of and open all timely submitted Proposals publicly at the location for submitted of Proposals set forth in Section 1.5.1 above. ***Only one (1) representative from each company is permitted to attend for safety and capacity reasons.*** No immediate decision will be rendered.
- 1.5.8. Intent to Respond:** Each Contractor who intends to submit a Proposal in response to this RFP is asked to submit an “Intent To Respond” by e-mailing veliep@waylandunion.org on or before **5 p.m., April 6, 2021** (Subject Line: Custodial RFP Intent To Respond). The Intent To Respond shall include the name of the Contractor, the name of a contact person and that person’s e-mail address, and any other information requested in the form. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Contractor from submitting a Proposal; however, Contractors who do not submit an Intent To Respond by the aforementioned deadline will not receive notifications of Requests For Clarification and Addenda and it shall be the Contractor’s sole responsibility to check the School District’s website for the same.
- 1.5.9. Facility Tour & Additional Requests For Clarification:** Prospective Contractors may attend the tour of representative Facilities with a representative of the School District at the date and time set forth in Section 1.4 above. ***Only one (1) representative from a Contractor may attend the Facilities tour for safety purposes.*** Prospective Contractors may also request that the School District clarify information contained in this RFP. All such requests must be made in writing via e-mail and must be directed to veliep@waylandunion.org (Subject Line: Custodial RFP Request For Clarification). The Pre-Proposal Conference will be used to address questions asked during the Pre-Proposal Conference. Following the Pre-Proposal Conference, the School District will accept, and will attempt to provide a written response to additional written Requests For Clarification within three (3) business days after the final date for Requests For Clarification. The School District will not respond to any Request For Clarification received after **4 p.m. on April 13, 2021**. The response to any

Request For Clarification will be posted to the School District's website and notification of such posting will be provided to all Contractor's that submitted an Intent To Respond. No response will be made to any oral questions. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all clarifications of and Addenda to this RFP.

- 1.5.10. Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall **not** communicate about the subject of this RFP or a Contractor's Proposal with: the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, contractors or employees of the School District; except for the Mandatory Pre-Proposal Conference/Facility Walk-through, the Intent To Respond or additional Requests For Clarification in accordance with Paragraphs 1.5.8 and 1.5.9 above, or as otherwise required by applicable law.
- 1.5.11. Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 1.5.12. RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal. The School District may utilize e-mail to communicate with prospective Contractors and except for delivery of the Proposal itself, references in this RFP to "written" form of communication include e-mail.
- 1.5.13. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 1.5.14. Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with the Contractors concerning their Proposals. Although the School District is seeking to consolidate the Custodial Services with one Contractor, the

School District reserves the right to select, if any, one or more Contractors to perform the Custodial Services on behalf of the School District. In the event a Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, to reject the Proposal and award the Contract to another Contractor.

1.5.15. Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

1.5.16. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

1.5.17. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the Due Date for receipt of Proposals set forth above.

1.5.18. Collusive Bidding: The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.6. PROPOSAL REQUIREMENTS AND FORMAT.

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 1.5, 4.2, 5.1 and 5.2 of this RFP for additional Proposal requirements. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to accomplish the Custodial Services (as defined below) set forth in this RFP and the Contract (as described below and in Section III of this RFP); and (iii) include all necessary information to enable the School District to thoroughly evaluate each Contractor's overall experience, expertise, qualifications and ability to deliver the Custodial Services in accordance with the requirements and obligations of this RFP and the Contract. Each Proposal shall also include any other information or explanations that the Contractor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

Attached to this RFP is a form of contract under which the Custodial Services (hereinafter all of which may be referred to as the "Services") requested under this RFP shall be provided by the successful Contractor (the "Contract") (*See also* Section 3.1 of this RFP). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the Contractor and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the manner required on the Proposal Forms provided as part of this RFP.

Additionally, each Proposal must include, at a minimum, the following:

- 1.6.1 General background information regarding the Contractor, such as years in business, size of company, the services it offers etc., which will serve as an introduction of the Contractor.
- 1.6.2 An "Executive Summary" of the Proposal, focusing on the services, staffing and cost structures proposed.
- 1.6.3 A list of references of the Contractor, including contact names, addresses, phone numbers and type and scope of services provided. The School District is particularly interested in detailed evidence if the Contractor is currently providing similar services for K-12 public school districts or educational institutions of similar size and scope as the School District. Include a list of K-12 public school districts served in the past five years that are no longer being served because they changed contractors or went back in-house, if any.
- 1.6.4 Documentation of sufficient financial resources and capacity to provide the Services and carry out the Contractor's requirements and obligations under this RFP and the Contract. This shall include an audited financial report for the three (3) most recent fiscal years of the Contractor. If unavailable, please clearly state the reason for the unavailability and provide equivalent alternative financial documentation. *These may be submitted in a separate envelope for confidentiality purposes.*
- 1.6.5 Background and qualifications of the management/supervisory personnel who will be involved in carrying out the Services required under this RFP and the Contract. Describe the chain of command and reporting relationships. Include a proposed organization chart to demonstrate how the Contractor personnel will carry out the required Services.
- 1.6.6 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the

RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.

- 1.6.7** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District. The Contractor must also provide a worker's compensation experience modification factor on a document from the Contractor's worker's compensation insurance carrier.
- 1.6.8** Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), and any rules and regulations promulgated thereunder.
- 1.6.9** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, and if the Contractor also maintains service contracts that are performed outside the State of Michigan, the State(s) where the Contractor's custodial/facility services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of custodial or facility services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Contractor's reporting or documentation requirements, supplies, equipment and services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner; or (v) any suit or regulatory proceeding wherein the Contractor failed to comply with applicable law. It is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.
- 1.6.10** Fully describe, and provide evidence and scope of, Contractor's formalized in-service training and educational programs for all of its employees.
- 1.6.11** A detailed transition plan/implementation schedule which demonstrates what steps/processes the Contractor will take to ensure a timely and effective transition.
- 1.6.12** A detailed schedule indicating the wages and benefits to be offered to the various classifications of employees of Contractor. Proposals must be detailed as to the specific salary and/or hourly wage rates that will be paid to Contractor personnel. Proposals must also be detailed as to the specific health benefits (i.e., medical/dental/vision options) and fringe benefits (paid vacation, sick days, PTO days, retirement plan options etc.) that will be provided and/or available to the Contractor's personnel. For example, the School District is interested in receiving Proposals which detail the type and quantity of paid vacation, paid sick days and/or PTO days, if any, which would be provided to Contractor personnel.

- 1.6.13 A detailed overview of the proposed consumable and cleaning supplies and equipment to be supplied and used to perform the Services.
- 1.6.14 A completed Proposal Pricing Form (See APPENDIX F), provided that the Proposal Pricing Form must be submitted in a separate sealed envelope as set forth in Section 1.5.3 above.
- 1.6.15 A detailed Staffing Plan (See APPENDIX G) showing how the Contractor will staff its services program, including management personnel and the number of staff and hours of coverage per shift and/or per Facility. The staffing plan must also detail how the Contractor will address absences and have adequate substitute staffing available. This staffing plan must also indicate the minimum wages per position, as well as the qualifications, certifications and/or licenses each position will hold. If resumes and/or qualifications of proposed management personnel are available, please provide.
- 1.6.16 A completed Familial Disclosure Affidavit (See APPENDIX H) and a completed Iran Linked Business Affidavit (See APPENDIX I).
- 1.6.17 Any other resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Services required under this RFP and the Contract.
- 1.6.18 A signed letter setting forth the Contractor's agreement to be bound by the terms and conditions of this RFP and the Contract.

For ease of reference and accessibility, please include a section in the Proposal which includes all required Proposal Forms, which include the Proposal Pricing Form, the Proposed Staffing Plan and required Affidavits.

1.7. PROPOSAL EVALUATION

Each Contractor submitting a Proposal should understand that the nature of the School District's current Custodial Services are complex, and although the School District has attempted to provide comprehensive detail and information relative to the desired services, each and every facet of the School District's operations may not be detailed in this RFP. The Contractor must document their expertise, experience, and approach based on their understanding of the School District's requirements. The **mandatory** Pre-Proposal Conference and RFP process will give each Contractor an opportunity to ask the necessary questions regarding this RFP, the Contract and the Services. The Proposal must be complete, clear and concise. The following non-exhaustive categories, not listed by rank, are the principal criteria by which Proposals may be evaluated:

- ◆ **Services Capability** as reviewed through Contractor's expertise, site visits, and references.
- ◆ **Business Stability** checked through various sources, as well as the Proposal.
- ◆ **School Facility Management Capability** as reviewed through safety records, transition plans, facility management protocol, proposed staffing plans, and by checking other sources.

- ◆ **Human Resources Management** as determined by a review of references, and by reviewing staffing capability and protocol, as well as other sources. A key component of this facet of the evaluation will include the overall wage and benefit levels that are included in the Contractor's Proposal as it relates to Contractor's ability to retain qualified staffing at the levels set forth in the Proposal and required under the Contract.
- ◆ **Cost** as indicated in the Proposal and through the negotiation process.

The School District will evaluate the Proposals based upon the above criteria, as well as other methods. The School District will select the Contractor(s), if any, that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

1.8. ORAL INTERVIEWS

The School District may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor's Proposal. In that case, the School District will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, it is anticipated that interviews will be scheduled during the times set forth in Section 1.4 of this RFP.

1.9. SCOPE OF SERVICES

Each Contractor should understand that it is the intent of this RFP that the Custodial Services shall be performed year-round at all Facilities listed in this RFP and the Contract. The Contractor will be responsible for selection, evaluation, training, compensation, and retention of its personnel and employees, including all labor, supervision, record keeping and management, necessary to clean and maintain the Facilities in accordance with this RFP and the Contract and applicable laws, regulations and ordinances.

1.9.1 Generally, the "Custodial Services" encompass and include the following:

- 1.9.1.1** All janitorial services necessary to clean and sanitize all spaces of the School District's Facilities in accordance with this RFP, the School District's requirements and industry standards.
- 1.9.1.2** Responsibility to clean, maintain, provide set ups and tear downs, and related services the Facilities and occupants of the Facilities.
- 1.9.1.3** Perform snow removal from, and salt/ice melt application to, all areas within ten feet (10') of all entrances to any Facility. This generally includes those duties that required powered and manual snow removal equipment.
- 1.9.1.4** Effective communication with the School District including, but not limited to, the School District administration and Board of Education, building administrators, teachers and students.

- 1.9.1.5 All duties and tasks set forth in the Attachments to this RFP, which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP). These shall include both daily cleaning and summer cleaning programs.
- 1.9.1.6 Setting up prior to, and cleaning of outdoor seating areas, press box, bathrooms, concessions stands and athletic grounds after events, including pick-up and removal of rubbish and debris. These components of the Custodial Services specifically include the cleaning of the athletic outdoor facilities and related restroom buildings.
- 1.9.1.7 Utilization of the School District's "Work Order Systems" to input, receive and assign "Work Orders" for both custodial work as well as necessary maintenance for the School District's Facilities in cooperation with the School District's Designee. The School District currently utilizes FMX. The Contractor shall utilize and maintain these Work Order Systems for all necessary projects so that appropriate records and tracking of the projects are maintained.
- 1.9.1.8 Assisting the School District with accepting deliveries and assisting with routine moving of School District property within Facilities, as requested by the School District, to accommodate scheduled functions at the Facilities.

In addition to these general specifications, a detailed scope of the Custodial Services and other obligations of the Contractor are set forth in the remainder of this RFP, the Attachments to this RFP which are incorporated herein by reference, and the Contract (as described in Section III of this RFP)(collectively the "Services"). It is the intent of these specifications that the Facilities are kept neat, clean, safe and in a condition that enhances the School District's educational environment at all times. These specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Contractor to clean, maintain, service and safeguard the Facilities.

1.10. INDEPENDENT CONTRACTOR

It must be understood that this RFP provides for the selection of a professional contractor to provide a turn-key program for the designated Services to the School District under an independent contractor basis. The School District currently secures the Services contemplated under this RFP through a third-party contracted service provider and all personnel, staff and additional services are provided by the current service provider as part of its scope of services.

II. SCHOOL DISTRICT OPERATIONAL INFORMATION

This information is provided to assist each Contractor in evaluating the School District and submitting a Proposal and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Contractor. The following information and appendices to this RFP are a summary of the School District's current and/or desired operations and scope of requested Services and

are provided so that the Contractor can sufficiently and effectively evaluate the School District in submitting its Proposal. As a starting point, Contractors are to base their Proposal projections on at least providing the same type and frequency of these services and hours of Facility operation within the requirements of this RFP and the Contract. Going forward, the awarded Contractor is expected to use their expertise to further optimize the current operations and improve services, provided the level, frequency and coverage of services does not diminish. Unless specifically agreed to in writing, the successful Contractor is expected to meet or exceed all tasks outlined in this RFP and the Contract.

2.1. SCHOOL DISTRICT FACILITIES INFORMATION

Included in **APPENDIX A** is the following information about the School District's Facilities:

- a. Applicable School District Calendars.
- b. Summary of the Facilities, including the Square Footage and other pertinent information for each Facility.
- c. Floor Plans of each Facility.

NOTE: Floor Plans will be made available only at the Pre-Proposal Conference for security purposes.

2.2. FACILITY USAGE HOURS AND EVENTS

The School District's Facilities are used daily for both educational and extra-curricular activities. The Facilities are also used for various after-school and weekend activities. This is especially prevalent in the high school Facility. The Contractor should understand that coverage and services will be needed throughout the day and in the evening during the weekdays, and on weekends (especially Saturdays) for these events in addition to normal cleaning duties. These events generally consist of School District clubs and athletic practices/events, as well as some community usage and rental of the Facilities.

2.3. STAFFING AND COVERAGE INFORMATION

This information is provided for the purposes of detailing the School District's current operations in order to better demonstrate the scope, manner and frequency of the current services provided to, and the expectations of, the School District. Currently, the School District current utilizes an **everyday cleaning** schedule at all Facilities through approximately seventeen and one-half (17.5) FTE of third-party contracted custodial personnel that are assigned to the Facilities. While these set forth the desired minimum expectations of the School District, these are **not** requirements as to how the Contractor must operate and Contractor's may submit Proposals which may enhance the Services requested. Included in **APPENDICES B and C** is the following information about the School District's current operations and personnel:

- a. Current staffing and coverage information regarding the Services.
- b. Current staffing summaries.

2.4. **REQUIRED DUTIES OF CONTRACTOR**

The Contractor must perform the Services in accordance with the terms and conditions of this RFP and the Contract. In addition to the specifications set forth in this RFP and in the form of Contract, the information contained in **APPENDICES B and C** includes the specific parameters for the tasks and duties currently performed by the School District and is provided to demonstrate what will be expected to be performed by the Contractor as part of the Services:

- a. Custodial Duties Detail and Frequency Schedules and Procedures.

2.5. **SCHOOL DISTRICT SUPPLIES AND EQUIPMENT INFORMATION**

2.5.1. Consumable Supplies. All consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners) (the “Consumable Supplies”) necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured through a School District-approved supplier. All Consumable Supplies used to perform the Services must be approved by the School District. The Contractor is responsible for managing the inventory of Consumable Supplies and shall schedule and place all necessary orders of Consumable Supplies, provided that prior to placing such order, the order (included types and quantities) shall be submitted to and approved by the School District Liaison. All invoices for approved Consumable Supplies will be paid directly by the School District. All costs and expenses for non-approved Consumable Supplies or excessive quantities of Consumable Supplies that are ordered by Contractor shall be the sole responsibility of the Contractor. The Contractor shall also submit to the School District a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each School District Facility) and necessary re-ordering requirements. If the Contractor requests any product deviation from School District-approved Consumable Supplies, the Contractor must prove to the School District Liaison that the alternate supply meets or exceeds the School District’s current specifications. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School District Liaison. The Contractor shall continue the School District’s “green cleaning” initiatives. The Contractor will be required to keep an adequate inventory of Consumable Supplies at each Facility. The Contractor shall be responsible to procure any necessary fuel/oil for any mowers or snow blowers used to perform the Services.

2.5.2. Cleaning Supplies. All cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the “Cleaning Supplies”) necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured through a School District-approved supplier. The Contractor is responsible for managing the inventory of Cleaning Supplies and shall schedule and place all necessary orders of Cleaning Supplies, provided that prior to placing such order, the order (included types and quantities) shall be submitted to and approved by the School

District Liaison. All invoices for approved Cleaning Supplies will be paid directly by the School District. All costs and expenses for non-approved Cleaning Supplies or excessive quantities of Cleaning Supplies that are ordered by Contractor shall be the sole responsibility of the Contractor. The Contractor shall also submit to the School District a monthly report detailing all consumption of Cleaning Supplies (including type and quantity of each Cleaning Supply for each School District Facility) and necessary re-ordering requirements. If the Contractor requests any product deviation from School District-approved Cleaning Supplies, the Contractor must prove to the School District Liaison that the alternate supply meets or exceeds the School District's current specifications. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School District Liaison. The Contractor shall continue the School District's "green cleaning" and enhanced safety and cleaning initiatives. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.

2.5.3. Equipment: It is the intent of this RFP that the Contractor may use the School District's inventory of equipment and small hand tools to perform the Services. Additionally, the School District maintains a computer at each Facility which is utilized for the work-order systems and communication regarding Facility reservations, for example. Information regarding the current School District-owned Equipment as of the issuance of this RFP is set forth in **APPENDIX D** (the "Equipment"). Title to this Equipment and any subsequent replacement equipment shall remain with the School District. All general and customary maintenance for the Equipment will be performed by the School District and such costs are paid via the Equipment Allowance. However, the Contractor shall be responsible for the cost of repairing the Equipment, if it is damaged, at its sole cost and expense, utilizing qualified and authorized service personnel and manufacturer approved replacement parts if such damage is caused by the Contractor. The inventory of Equipment shall be updated as of the effective date of the Contract, and annually thereafter, by the Contractor and submitted to the School District for approval. If the Contractor desires to purchase equipment and/or tools in addition to the Equipment or new equipment via the Equipment Allowance, the Contractor may do so at its sole cost and expense. Said additional equipment and/or tools shall remain the property of the Contractor and Contractor shall maintain and repair said equipment at its sole cost and expense.

2.6. SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

The School District's Board of Education has adopted various policies and procedures applicable to the usage of the School District's Facilities. The Contractor will be required to abide by and comply with all applicable School District Board of Education policies and procedures, which can be found on the School District's website: www.waylandunion.org.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **APPENDIX E**. The Contract contains many details relative to the scope of Services required under this RFP, as well as the terms and conditions under which the respective Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the Contractor 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 Contractor.

(NOTE: To the extent Capitalized terms are used throughout this RFP, those terms shall have the same meaning as defined in the Contract.)

3.2. CONTRACT CHARACTERISTICS

3.2.1. Contract Start-Up, Term and Termination: The Contract shall commence as of September 1, 2021, and the initial term of the Contract shall be for approximately three (3) years, ending June 30, 2024 (the "Initial Term"). The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to two (2) additional years on a year-to-year basis, subject to the written approval of the School District (each a "Renewal Term" and collectively the "Renewal Terms"). The Contract may be terminated in accordance with the terms contained therein.

3.2.2. Insurance Certificates:

3.2.2.1. Insurance Certificates: An Insurance Certificate evidencing all insurance coverage required by the Contract shall be provided by

the Contractor to the School District within fifteen days of the award of the Contract.

3.2.2.2. Failure to Furnish Insurance: If the Contractor refuses or fails to submit the required Insurance Certificates prior to or within the applicable fifteen (15) day period, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP.

3.2.3. Services: The Contractor shall perform all the Services awarded by the School District in accordance with the terms and conditions of this RFP and Contract. Additionally, the Contractor, by submitting a Proposal, expressly acknowledges that it is the intent of these RFP specifications and the Contract that the Facilities are kept neat, clean, safe and in a condition that enhances the School District's educational environment at all times. These RFP and Contract specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Contractor to clean and maintain the Facilities.

3.2.4. Personnel/Staffing Levels: Throughout the Initial Term, and any Renewal Term(s) which is/are exercised, the Contractor shall provide all personnel (including management, supervision, related administrative personnel and custodial personnel) necessary for the provision of the Custodial Services for the Facilities assigned under the Contract and shall not reduce the level of staffing or coverage agreed upon in the Contract without the express written consent of the School District. The Contractor shall also recruit, background check (as required under the Contract), employ, train, compensate, and supervise all personnel (including any substitute personnel) necessary for the Contract.

Although the School District is looking to maintain a similar level of staffing/coverage in the Facilities, the personnel information provided by the School District is for the purposes of detailing the School District's **current** and desired operations and scope of services the School District currently provides. While these set out of the minimum expectations of the School District relative to the Services, these are not requirements as to how the Contractor must operate. However, if any Contractor believes that the Services required under this RFP and the Contract will require more, or less, Contractor employee FTEs or coverage, the Contractor must clearly indicate any alternate staffing with the corresponding price and FTE difference. Regardless of the minimum specified hours and staffing, it is the Contractor's responsibility to maintain the standard of cleanliness and its operational function specified in this RFP and the Contract and to provide a sufficient number of employees as agreed upon to ensure that the requirements of this RFP and the Contract are met and that each Facility is effectively cleaned and maintained and operational on a daily basis in a manner satisfactory to the

School District, and that all Facilities are cleaned, open, fully staffed and operational during all hours of operation for the Facilities.

Contractors shall familiarize themselves with the extent of the School District's activities (both daily and weekend usage) and make preparations to provide staffing necessary to cover these events. Weekend coverage for non-School District sponsored events, if requested by the School District, will be covered in accordance with the Contract.

- 3.2.5. Fingerprinting and Background Checks:** The Contractor and all its employees and agents providing Services for the School District shall meet the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g, in accordance with the terms and conditions set forth in the Contract.
- 3.2.6. Hold Harmless/Indemnification:** The Contractor shall indemnify, defend and hold the School District harmless pursuant to the terms and conditions of the Contract.
- 3.2.7. Compliance with Laws:** The Contractor shall comply with any and all federal, state, or local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the Services anticipated in this RFP and the Contract, including, but not limited to, commercial driver's license, driver's licenses, etc. The Contractor, including all employees and agents shall perform all Services in accordance with all State licensing laws including: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Contractors Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, PA 227 of 1967. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies and procedures concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies and procedures. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall always be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to providing the Services anticipated in this RFP and the Contract. The Contractor shall in the performance of such Services pursuant to this RFP, its Proposal and the Contract, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply. Additionally, all Custodial Services must be in compliance with OSHA/MIOSHA, and the Right-to-Know laws. The Contractor shall be responsible and liable for the safety,

injury and health of its personnel/employees while its personnel/employees are performing the Services for the School District.

IV. PRICING QUOTES

4.1. COST INDEXING

The Contractor's fee for all Services described in this RFP **MUST** be submitted for the Initial Term (years one (1) through three (3)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene at least twice annually with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

4.2. PRICING

The School District is seeking proposal pricing for the Services as set forth below. The Contractor must submit its pricing on the Proposal Pricing Forms attached hereto as **APPENDIX F**.

4.2.1. Custodial Services Pricing: The School District is seeking Proposals that include the staffing plan, costs and pricing quotes for all Custodial Services for all Facilities. The pricing shall be based upon the proposed staffing schedule, proposed wage scales, number of total man hours, as well as the total number of Full Time Equivalent ("FTE") personnel, included under the quoted pricing. This pricing shall be based upon an **everyday cleaning** schedule at all Facilities. This pricing must be expressed as not-to-exceed amounts, and must be inclusive of all costs and expenses of Contractor for all costs and fees, including wages (both daily and substitute personnel), benefits (including medical/health benefits), supplies, equipment, overhead and profit, necessary to perform all Custodial Services at these Facilities. These prices are to include Custodial Services coverage Monday through Friday at all Facilities, with the Contractor providing coverage for School District-sponsored events on the weekends as part of the Contract Price, but with additional coverage on the weekends for non-School District-sponsor events or additional services charged in accordance with the terms and conditions of the RFP and the Contract.

4.2.2. Pricing for Modification of Space: The School District is seeking pricing on a "cost per square foot" basis to be used to develop the increase or decrease in Contractor's Custodial Services pricing under the Contract if a modification to the Facilities is implemented. This cost per square foot pricing should include all costs for management, labor, etc.

4.2.3. FTE Pricing: Proposals should also include the amount the pricing would be increased/decreased if the School District requested the addition/removal of ½ of an FTE, and/or 1 FTE, for each type of service.

4.2.4. Hourly Pricing: The School District is also seeking the per/hour charge for any services requested by the School District, but outside of the scope of the Services.

This shall include the straight hourly pricing, holiday, weekend and emergency pricing. The hourly pricing would be utilized for requested services at Facilities that do require non-regular/periodic coverage.

- 4.2.5. Cost Increases:** The School District has the option, in its sole and absolute discretion, to extend the Contract on an annual basis for up to two (2) additional Renewal Terms. The Contractor shall provide its proposed pricing schedule for the upcoming Renewal Term at least 120 days prior to the end of the Initial Term, or respective Renewal Term. Notwithstanding the foregoing, compensation for any Renewal 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 Grand Rapids Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, provided however, any such increase shall not exceed two percent (2%) in any Renewal Term or extension of said Contract.

V.

5.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the forms set forth in the appendices of this RFP, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

5.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Forms and any information required under Section 1.6 above, please attach copies of the following documents to your Proposal:

- 5.2.1. Introduction of Contractor's Background and Qualifications and Executive Summary of the Proposal.
- 5.2.2. A detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 5.2.3. List of Contractor's References.
- 5.2.4. Contractor's Verification of addenda to the RFP, if any.
- 5.2.5. Contractor's Audited Financial Reports for most recent three (3) years.
- 5.2.6. Contractor's In-Service training and Staff Educational Programs.
- 5.2.7. Contractor's Insurance Certificate(s) and worker's compensation experience modification factor on a document from the Contractor's worker's compensation insurance carrier.
- 5.2.8. Contractor's List of any and all Litigation or Regulatory Proceedings.
- 5.2.9. Transition Plan/Implementation Schedule.
- 5.2.10. Familial Disclosure Affidavit.

5.2.11. Iran Linked Business Affidavit.

5.2.12. Detailed staffing plan for each Facility showing the number of staff and hours of coverage per shift per Facility proposed by the Contractor.

5.2.13. Detailed information regarding the wage scales to be offered by the Contractor to its personnel, designated by classification of personnel.

5.2.14. Detailed information regarding the benefits (health/medical/fringe) to be offered by the Contractor to its personnel.

Wayland Union

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
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INDEX OF APPENDICES

The following appendices set forth the School District's background and operational information and are provided to assist Contractors in understanding the School District's current operations, as well as provide examples of the procedures the School District has in place to assist Contractors in formulating their Proposal in response to the above-referenced RFP.

Appendix A – School District Facilities Information

Sec 1 – School District Calendar

Sec 2 – Summary of School District Facilities

Sec 3 – Floor Plans/Scalable Drawings of each Facility¹

Appendix B – Current Custodial Duties/Frequencies

Sec 1 – Current Custodial Tasks/Duties and Frequency Schedule

Appendix C – Current Staffing Information

Sec 1 – Current Custodial Staffing Detail

Appendix D – Current School District Custodial Equipment Inventory

Appendix E – Form of Contract

Appendix F – Proposal Pricing Form

Appendix G – Proposal Staffing Form

Appendix H – Familial Disclosure Affidavit

Appendix I – Iran Linked Business Affidavit

¹ Floor plans will be provided at the Pre-Proposal Conference for security purposes.

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

APPENDIX A

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
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APPENDIX A-1

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

APPENDIX A-2

Wayland Union High School
870 E. Superior Street
Wayland, MI 49348

Wayland Union Middle School
701 Wildcat Drive
Wayland, MI 49348

Pine Street Elementary
201 Pine Street
Wayland, MI 49348

Steeby Elementary
435 E. Superior Street
Wayland, MI 49348

Dorr Elementary School
4159 18th Street
Dorr, MI 49323

Baker Elementary School
507 W. Sycamore Street
Wayland, MI 49348

Wayland Union Schools Administration
850 E. Superior Street
Wayland, MI 49348

Wayland Union Schools
Transportation Department
851 Wildcat Drive
Wayland, MI 49348

**WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES**

APPENDIX A-3

To Be Provided at Pre-Proposal Conference

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
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APPENDIX B

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

APPENDIX B-1



WAYLAND UNION SCHOOLS
HOME OF THE WILDCATS

Specifications

Exterior Areas	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Empty Trash Bins within 25' of the facilities	X						
Reline when ripped or food spills in them(Liners Provided by School)	X						
Pick Up Debris within 10' of bldg	X						
Pick Up Debris within 25' of entrances	X						
First Floor Exterior Windows complete clean						X	X
Above First Floor Window Clean Exterior							X
Common Areas, Halls, Gyms	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Lock Entrances 30 minutes after school ends for the day, or when requested after an event	X						
Check Exterior Doors from the outside end of shift	X						
Spot Hallway and Entrance Windows for Prints, Splashes, Smears Interior	X						
Remove Trash, Replace Liners that are ripped or soiled by food spills (Liners to be provided by school)	X						
Sweep/Dust Mop all halls, gym, lobbies	X						
Vacuum Carpet in hall/gyms/lobbies, media centers	X						
Upright Vacuum Entrance Mats	X						
Spot Mop for Spills Halls, Lobbies, Gyms	X						
Run Automatic in Halls	X						
Remove Graffiti	X						
Run Automatic in Gyms	X						
Complete Mop All Hard Surface Floors		X					
Mop all edges and coves		X					
Edge Vacuum all Carpet		X					
Extract Mats in Winter			X				
Clean Carpet Stains when work order filled out				X			
Clean and Sanitize Carpet Complete					X	X	X
Scrub/Recoat Tile, 2 Coats Approved Finish, do not wax within 1 foot of walls, do not build up edges					X	X	
Strip/Wax Tile, 4 Coats Approved Finish (except asbestos flooring), 33% of buildings, rotating through all areas every three years, scrub and 4 coat the other 66%.							X
Scrub/Wax Asphalt (Asbestos) flooring using wet method only, 4 coats of Approved Finish							X
Wash Windows Interior, all floors							X
Wash Walls/Vac Blinds and Vents							X
Wash Furniture, Remove Gum							X
Wash all Lockers, Inside and Out							X

Classrooms, Offices, Media Centers	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Remove Trash, Replace Liner if ripped or soiled by food spills (Liners to be provided by School)	X						
Sweep/Dust Mop	X						
Spot Mop for Spills	X						
Spot Vacuum Carpet Visible Debris, Pick up all items too big for vacuum	X						
Check Soap/Paper Towel Stock	X						
Clean Restrooms in Classrooms	X						
Clean Sinks, Drinking Fountains in Rooms	X						
Clean Kindergarten and Special Ed Rooms Daily instead of using the weekly spec which is satisfactory in non Kindergarten and Special Ed Rooms	X						
Complete Vacuum Carpet		X					
Clean Desk Tops, Work Stations, Phones, Dry Dust Computer Screens		X					
Dust Sills, Book Cases, Counters, Blinds		X					
Clean Chalkboards/Dry Erase/Trays		X					
Empty Pencil Sharpeners		X					
Wipe Chairs for Spills		X					
Complete Mop Tile		X					
Remove Graffiti		X					
Clean Carpet Stains upon work order request				X	X	X	X
Clean and Sanitize Carpet Complete					X	X	X
Scrub/Recoat Tile, 2 Coats Approved Finish					X	X	
Strip/Wax Tile, 4 Coats Approved Finish (except asbestos flooring), 33% of buildings, rotating through all areas every three years, scrub and 4 coat the other 66%.							X
Wash Windows Interior							X
Wash Walls, Dust Blinds							X
Wash all Furniture							X
Remove Gum from Under Desks							X
Wash Light Shields if spots or bugs, Inside and Out							X

Kitchens, Cafeterias, Multi Purpose	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Remove Trash, Replace Liners Daily (Liners to be provided by School)	X						
Sweep/Dust Mop (first sweep to be done by kitchen staff after their shift ends for all food items to prevent rodents/ants)	X						
Completely Mop Floors with Degreaser (or Kaivac)	X						
Check Soap/Paper Towel Stock	X						
Wipe Tables/Chairs	X						
Straighten Tables/Chairs	X						
Clean Carpet Stains if work order filled out				X	X	X	X
Clean and Sanitize Carpet Complete					X	X	X
Scrub/Recoat Tile, 2 Coats Approved Finish					X	X	
Strip/Wax Tile, 4 Coats Approved Finish (except asbestos flooring), 33% of buildings, rotating through all areas every three years, scrub and 4 coat the other 66%.							X
Wash Windows Interior							X

Restrooms, Locker rooms	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Restock toilet paper, paper towel, feminine products, soap, etc. (Product to be provided by client)	X						
Remove Trash and Reline (Liners to be provided by school)	X						
Clean and Sanitize Sinks, Counters	X						
Clean Mirrors and Dispensers	X						
Clean and Sanitize Toilets and Urinals	X						
Sweep and Mop Floors with Disinfectant	X						
Clean Splashes on Walls/Partitions	X						
Clean Graffiti on Walls, report to maintenance if graffiti remover ineffective	X						
Power Wash or Kaivac Shower Rooms	X						
Kaivac Restrooms					X	X	X
Wipe Down Lockers Exterior					X	X	X
Wash Walls, Scrub Floors					X	X	X
Wash Interior/Exterior Lockers							X

Day Time Requirements - High School only	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
8.5 hours Per Elementary, Middle and High School Building, with half hour break off the clock for lunch	X						
Clean Cafeteria, Reline Trash Cans (Liners to be provided by client), Wipe Tables, Sweep Floors, Spot Mop, School to provide enough time for completion of job prior to area turnover (gym/lunch combo, etc.)	X						
Snow Shoveling from doors to 10'	X	(School Map Attached for Sidewalks Expected)					
Restroom Policing for stock/Spills	X						
Entrance touch up for mat vacuuming and glass spotting	X						
On Site for Biohazard Clean Ups	X						
Communication	X						
Able to help with set ups/take downs	X						
Graffiti removal during the day	X						
Cafeteria Set Up Support	X						
Breakfast Program Clean Up	X						
Dust mop halls in the day (HS)	X						
Getting Items off the roof		X					
Move copy paper from loading dock				X			

During Summer Months

Summer Regular Cleaning	Daily	Weekly	Monthly				Summer
Summer School or Driver's Ed classrooms, HS Athletic areas used by camps, Restrooms closest to these rooms used, halls and entrance to these areas. School Attach List of Areas by School Used in Summer by District.	X						
Clean High School Weight Rooms, Locker Rooms, Field House Team Rooms and Restrooms, Gymnasium front August 1 to Start of School	X						
Clean After M-F School Events as Scheduled, open and lock doors for facility use as requested all summer. Events do not include people simply using schools or athletic areas at whim, these are scheduled classes and camps.	X						
Administration Building Clean		X					
Principal's and Administrative Office of Each School During Summer		X					
Dust mop Halls, Clean Hall and Office RR Halls During the Month of August all Schools		X					
Remove Trash from Trash Cans within 25' of Building		X					
Change Light Bulbs to 10' that are out, all should be working or reported ballast concern as of August 15 (Bulbs/Ladders) as approved by client, old bulbs to be collected and stored in one location, school to dispose of them).							X
All summer work to be completed 2 weeks prior to school starting, all areas of the school to be cleaned daily during the 2 weeks prior to school starting.							X
Construction Clean - Hours of area that is remodeled will be subtracted and then used toward construction clean. After that is documented, extra hours to be billed at weekend rate from contract.					X		

Miscellaneous	During School Year				At All Times	Annual	Upon Hire
	Daily	Weekly	Monthly	Upon Request			
Sustainability/Green Program Required, give company's program					X		
Energy Cost Saving Program Required, give company's program					X		
Training and Motivation Programs Required, outline programs					X		
On Site Supervision at all times in High and Middle Schools on second shift					X		
E Mail Communication Available for all Schools with professional follow up					X		
Two Way Communication (Nextel or Equivalent) with English Speaking Staff Member, All Schools					X		
Weekly High School Meetings from Custodial Manager with Athletic Department and Principal for Issues and Event Coordination		X					
Twice/Month Meetings with Principals all other sites for issues and event coordination			2X				
Set Up Bleachers for Games				X			
Change Light Bulbs to 10' that are out, all should be working or reported ballast concern as of August 15 (Bulbs/Ladders) as approved by client, old bulbs to be collected and stored in one location, school to dispose of them).				X			
Set Up and Clean Up After Each School Sponsored Event Use M-Sun in included in price, Community Events at Weekend Billable Rate					X		
All Quality Assurance and Client Visit Reports Available to Client for Audit					X		
Biohazard Clean Ups, staff to be trained and Hep Shot					X		
All staff must have annual PSOR and 5 panel drug Screening						X	X
All staff must have FBI fingerprinting and clearance verified by school district prior to placing on site							X

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
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APPENDIX C

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
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APPENDIX C-1

Wayland Union Schools
Current Custodial Shift Detail

POSITION	BUILDING/LOCATION	CURRENT SHIFT DETAIL
Services Manager	All	Varies Daily
Custodian	Pine Street Elementary	Day time - Full
Custodian	Pine Street Elementary	Night time – .5 day
Custodian	Steeby Elementary	Day time – Full
Custodian	Steeby Elementary	Night time - .25 day
Custodian	Dorr Elementary	Day time - Full
Custodian	Dorr Elementary	Night time - Full
Custodian	Baker Elementary	Day time - Full
Custodian	Baker Elementary	Night Time - .75 day
Custodian	Wayland Union Middle School	Day time – Full
Custodian	Wayland Union Middle School	Day time – Full
Custodian	Wayland Union Middle School	Night time - Full
Custodian	Wayland Union Middle School	Night time - .5 day
Custodian	Wayland Union High School	Working Sup - Full
Custodian	Wayland Union High School	Working Sup - Full
Custodian	Wayland Union High School	Day time - Full
Custodian	Wayland Union High School	Day time - Full
Custodian	Wayland Union High School	Night time - Full
Custodian	Wayland Union High School	Night time - Full
Custodian	Administration	Night time – .25 day T/TH
Custodian	Transportation	Night time – .25 day M/W/F

WAYLAND UNION SCHOOLS
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APPENDIX D

Tag #	District / Building Location	Description	Machine Type	Serial Number	Model Number	Location in Building at Last Audit	Last Audit Date	Current Condition	Date Purchased	Purchased From	Purchase amount	Notes
	Wayland Baker	Bissell	Upright Vac	New 3-19-21	BGU1937T	rm 129	3/19/2021	New	3/19/2021	Amazon	\$ 156.00	Customer Owns
	Wayland Baker	Viper Floor Fan	Floor Fan	23429	WT3SPD	rm 129	2/23/2021	good				Customer Owns
	Wayland Baker	Viper wet dry vac	Wet dry vac	8141	SN18WD	rm 129	2/23/2021	good				Customer Owns
	Wayland Baker	Trident MS2 Mini Spotter	Carpet spotter	Ordered 3-19-21		rm 129	3/19/2021	New	3/19/2021	KSS	\$ 729.95	Customer Owns
	Wayland Baker	Hawk Low Speed	Low speed	216015023	HP1520	fan room	2/23/2021					Customer Owns
	Wayland Baker	Viper Floor Fan	Floor Fan	23022	WT3SPD	rm 129	2/23/2021	good				Customer Owns
1697	Wayland Baker	Advance AquaClean FLX	Extractor	2013276	18FLX	rm 129	2/23/2021	sprays but doesn't suck up. vacuum button stuck on.				Customer Owns
1698	Wayland Baker	Minute Man TRS14	Resiroom System	BTR5141150929	TR514115	rm 129	2/23/2021	needs vacuum hose, leaks.				Customer Owns
1740	Wayland Baker	Nobles Speed Scrub W/ ECHO	Automatic	900413-80003082	Echo	rm 129	2/23/2021					Customer Owns
	Wayland Baker	Bissell	Upright Vac	New 3-19-21	BGU1937T	custodian rm	3/19/2021	New	3/19/2021	Amazon	\$ 156.00	Customer Owns
1695	Wayland Dorr	Nobles Low Speed 20"	Low Speed	1318.17	2001-3	custodian rm	2/23/2021	Good				Customer Owns
1702	Wayland Dorr	Nobles Low Speed 20"	Low Speed	1205.5	2001-3	custodian rm	2/23/2021	Good				Customer Owns
1705	Wayland Dorr	PowrFlite	Floor Fan	PD2500	PowrDryer	custodian rm	2/23/2021	Good				Customer Owns
1707	Wayland Dorr	Advance AquaClean FLX	Extractor	1974644	18FLX	custodian rm	2/23/2021	Good				Customer Owns
1708	Wayland Dorr	Tennant S8	Wide Area Vac	476827	CBSW1512-12	custodian rm	2/23/2021	Good				Customer Owns
1710	Wayland Dorr	Nobles Speed Scrub 2001	Automatic	HD20B00005026HT	606701	custodian rm	2/23/2021	good				Customer Owns
1699	Wayland Dorr	Viper Wolf Spotter	Carpet Spotter	2404	Wolf130	custodian rm	2/23/2021	missing the clamps for the tank. runs good through				Customer Owns
	Wayland Dorr	Hillyard C3	Resiroom System	500792	C3HP	custodian rm	2/23/2021	ok				Customer Owns
	Wayland High	Bissell (2)	Upright Vac	New 3-19-21	BGU1937T	custodian rm	3/19/2021	New	3/19/2021	Amazon	\$ 156.00	Customer Owns
1728	Wayland High	Nobles Anser	Carpet Spotter	AN06700024181FE	602697	custodian rm	2/23/2021	unable to locate				Customer Owns
1700	Wayland High	Viper Fan	Floor Fan	N/A	N/A	maint rm	2/23/2021	good				Customer Owns
1729	Wayland High	Kaivac	Resiroom System	01750-7829	1750	boiler rm	2/23/2021	Good				Customer Owns
1734	Wayland High	Nobles Strive	Extractor	900050-10428597	9000503 Strive	maint rm	2/23/2021	charging issue				Customer Owns

1739	Wayland High	Pacific Sea Ray	Low Speed	13777	searay	pine st	2/23/2021	ok		Customer Owns
1743	Wayland High	Viper Fan	Floor Fan	C490030933	N/A	maint rm	2/23/2021	good		Customer Owns
3223	Wayland High	Nobles Speedscrub Rider	Automatic	Ordered 3-19-21	339200	boiler rm	3/19/2021	New	KSS \$ 12,584.70	Customer Owns
3407	Wayland High	Whittaker Smart Care Trio 15	Carpet Cleaning	141501457		maint rm	2/23/2021	Excellent	Whittaker \$ 3,208.75	GRBS Owns
	Wayland High	Tomcat Nano Edge	Floor Edger	5D14583	Nano Edge	chem rm	2/23/2021	on/off switch broken.	Nichols	GRBS Owns
	Wayland High	Mastercraft Low speed	Low speed	21250	MD20E	maint rm / broken wheel	2/23/2021	poor		Customer Owns
	Wayland High	Viper wet dry vac	wet dry vac	8101	SN18WD	maint rm	2/23/2021	poor		Customer Owns
1711	Wayland High	Tennant S8	Wide Area Vac	396098	CBSW1512-12	maint rm	2/23/2021	Good		Customer Owns
1716	Wayland High	Pacific Sea Ray	Low Speed	17294	searay 205	maint rm	2/23/2021	ok		Customer Owns
1704	Wayland Middle	Bissell (2)	Upright Vac	New 3-19-21	BGU1937T	Main Closet	3/19/2021	New	Amazon \$ 156.00	Customer Owns
1704	Wayland Middle	Viper Wolf Spotter	Carpet Spotter	2327	Wolf130	main closet / broken handle	2/23/2021	ok		Customer Owns
1736	Wayland Middle	SSS High Speed	High Speed	56132	SSS91500RM	main closet	2/23/2021	good		Customer Owns
1738	Wayland Middle	Nobles Speedscrub 20"	Low Speed	1250.5	N/A	main closet	2/23/2021	ok		Customer Owns
1727	Wayland Middle	Floor Fan	Floor Fan	14074	pd2500	main closet	2/23/2021	good		Customer Owns
1731	Wayland Middle	Kaivac	Restroom System	1750-7645	N/A	mech rm	2/23/2021	Good		Customer Owns
	Wayland Middle	Advance AquaClean 18	Extractor	1984346	18FLX	main closet	2/23/2021	good		Customer Owns
	Wayland Pine Street	Bissell	Upright Vac	3/19/2021	BGU1937T	rm 213	3/19/2021	New	Amazon \$ 156.00	Customer Owns
1735	Wayland Pine Street	SSS High Speed	High Speed	56011	1862	rm 213	2/23/2021	good		Customer Owns
1741	Wayland Pine Street	Tennant S8	Wide Area Vac	426206	S8	rm 213	2/23/2021	Good		Customer Owns
1742	Wayland Pine Street	SSS Extractor	Extractor	55843	N/A	rm 213	2/23/2021	Good		Customer Owns
1709	Wayland Pine Street	Minute Man TRS14	Restroom System	VTRS141150904	TRS14115	pine gym	2/23/2021	ok		Customer Owns
1712	Wayland Pine Street	Viper Wolf Spotter	Carpet Spotter	2340	Wolf130	rm 213	2/23/2021	Good		Customer Owns
1713	Wayland Pine Street	Viper Fan	Floor Fan	WT35PD-022948	WT35PD	rm 213	2/23/2021	good		Customer Owns
1715	Wayland Pine Street	Nobles Speed Scrub	Automatic	900-420-60005239	Speed Scrub '6	rm 213 / needs cord and cleaned	2/23/2021	poor		Customer Owns
1744	Wayland Pine Street	SSS Floor Fan	Floor Fan	C490030932	Mach3	rm 213	2/23/2021	good		Customer Owns
1745	Wayland Pine Street	Advance AquaClean FLX	Extractor	5626001	18FLX	pine gym	2/23/2021	in storage		Customer Owns
1746	Wayland Pine Street	AquaClean 18	Extractor	1205485	264059	boiler rm	2/23/2021	unable to locate		Customer Owns

3089	Wayland Pine Street	Nobles Speedscrub Rider	Automatic Restroom System	SSR-10600575	339200	boiler rm	2/23/2021	good			Customer Owns
	Wayland Pine Street	Hillyard C3	Restroom System	500791	C3HP	rm 213	2/23/2021	good			Customer Owns
887	Wayland Pine Street Gym	Nobles Speedscrub 2001	Automatic	612943-10321284	2001B	maint dept	2/23/2021	good	KSS	4/16/2008	GRBS Owns \$ 4,628.99
1730	Wayland Steeby	Bissell	Upright Vac Restroom System	3/19/2021	BGU1937T	rm 128A	3/19/2021	New	Amazon	3/19/2021	Customer Owns \$ 156.00
1717	Wayland Steeby	Kaivac	Carpet Spotter	1750-805	1750	rm 128A	2/23/2021	Good			Customer Owns
1732	Wayland Steeby	Viper Wolf Spotter	Carpet Spotter	6653	Wolf130	rm 141	2/23/2021	ok			Customer Owns
3816	Wayland Steeby	Nobles	Extractor	900420-60010496	9004201	rm 122A	2/23/2021	ok			Customer Owns
1721	Wayland Storage	Minute Man E20	Automatic	17090235	E20DTDQP	rm 122A	2/23/2021	ok			Customer Owns
1725	Wayland Storage	Viper Fang 26T	Burnisher	1225	Fang 26"	pine gym	2/23/2021	ok			Customer Owns
1726	Wayland Storage	Beico Advance AquaClean 18	Extractor	20137TC	Predator Honda 390XVi	HS Closet wrestling rm	2/23/2021	good			Customer Owns
	Wayland Storage		Extractor	1184291	18FLX	pine gym	2/23/2021	in storage			Customer Owns

WAYLAND UNION SCHOOLS

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APPENDIX E

CUSTODIAL SERVICES CONTRACT

This **CUSTODIAL SERVICES CONTRACT** (the "Contract") is entered into as of this 1st day of September, 2021 (the "Effective Date") by and between the **WAYLAND UNION SCHOOLS**, a Michigan general powers school district, whose address is 850 E. Superior Street, Wayland, Michigan 49348 (the "School District") and _____, a Michigan corporation, whose address is _____ (the "Contractor"). The School District and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

Recitals

A. The School District issued a Request For Proposals for Custodial Services dated _____, 2021, as amended (collectively the "RFP"), the purpose of which was to solicit proposals from qualified entities with the ability to deliver a turnkey solution to provide the custodial, cleaning and minor maintenance services for the School District's Facilities, as well as the provision of supplies, equipment and other services requested by the School District for the School District's Facilities.

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, 2021 (the "Proposal") to provide the Custodial Services contemplated by the RFP.

C. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal.

D. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified, and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

I. RESTATEMENT CONSTITUTES THE CONTRACT

A. Incorporation by Reference. 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, all Addenda to the RFP, 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 and/or the Proposal.

B. Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Attachments hereto;
2. The RFP; and
3. 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 1 to 3. 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; provided however: (i) in the event of a conflict, the Contractor will provide the greater quantity or quality of Services; and (ii) for the avoidance of doubt, to the extent the Contractor's Proposal contains provisions, terms or conditions that are less protective of the School District than those in this Contract, those provisions are not applicable unless they are expressly accepted by the School District in writing and incorporated into this Contract.

II. CONTRACT DURATION AND TERMINATION

- A. Initial Term.** The term of this Contract shall be for a period of approximately three (3) years, commencing September 1, 2021 and ending June 30, 2024 (the "Initial Term").
- B. Renewal Term(s).** The School District shall have the option to extend this Contract by up to two (2) additional years on a year-to-year basis (each a "Renewal Term"), subject to the written approval of the School District, in its sole and absolute discretion. Nothing in this Contract requires the School District 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.
- C. Termination for Cause by the School District.** In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract and the other Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District shall have the right to provide written notice to Contractor of such failure. If such failure is not cured to the School District's satisfaction, within ten (10) days from the time of receipt of such notice, the School District shall have the right to terminate this Contract, immediately without the requirement of any further written notice. Furthermore, in addition to the rights of the School District under Section III.B., if the School District must regularly request that the Contractor cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, in accordance with the terms hereof, even if each breach on its own would not be material. Notwithstanding the foregoing, if any actions or inactions of the Contractor, its agents or employees, poses a serious or imminent i) threat to the health and safety of any person, or ii) loss to any real or tangible property of the School District, the School District may terminate this Contract immediately if such default is not cured by Contractor within twenty-four (24) hours of Contractor's receipt of written notice of such default. Furthermore, if Contractor becomes insolvent, or seeks protection of any bankruptcy court, the School District may immediately terminate this Contract.

- D. Termination for Convenience.** Notwithstanding Section II.C. above, the School District, on at least six (6) months advanced written notice to the Contractor, may terminate this Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for Services actually performed under the Contract prior to the effective date of the termination.
- E. Effect of Termination.** If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

III. SCOPE OF SERVICES

The Contractor shall perform the Custodial Services (as defined herein and may also be referred to herein as the "Services") for those School District facilities set forth in **Attachment A** (each a "Facility" and collectively the "Facilities"). The Services provided by Contractor for the Facilities shall include the full scope and manner of Services as set forth in the RFP this Contract, including the responsibility of the Contractor to provide the designated labor, personnel and equipment necessary to fully perform the Services at the Facilities.

- A. Scope of Custodial Services.** The Contractor shall manage and provide the Custodial Services as described in the RFP and this Contract for the Facilities listed in **Attachment A**. The Custodial Services include the manner, scope and frequency of duties/tasks set forth in **Attachments B and B-1** of this Contract, including those duties/tasks that may not be specifically described in this Contract, but are a component of or necessary to perform the Custodial Services (the "Custodial Services"). The Contractor agrees that it shall maintain an up-to-date checklist of all Custodial Services that must be performed for each Facility and associated area and these checklists shall be maintained in all custodial closets and attached to all custodial carts.
- B. Standards of Services.** The Contractor shall perform all Services in a professional and workmanlike manner, utilizing properly trained and licensed (when legally required) personnel in accordance with the terms and conditions of this Contract. The Contractor agrees to supply and perform all Services in accordance with the terms and conditions of this Contract and shall re-perform any Services, at no additional cost or expense to the School District, that do not meet the quality standards of the School District or terms and conditions of this Contract. The Contractor expressly acknowledges that the Contractor's failure to perform the Services and maintain the level of staffing coverage set forth in this Contract and/or the quality, cleanliness and operational standards of the School District and this Contract, including Attachments hereto, shall be grounds for termination of part or all of this entire Contract by the School District. The Contractor agrees to schedule its personnel for all designated shifts to ensure all Facilities are open and operational each day and the Contractor has assigned its personnel to provide the designated coverage and perform all the required

Services each day at all Facilities in accordance with this Contract, even if the School District has a “calamity” day or if the School District is on a scheduled break.

- C. **Services During Scheduled Breaks and Summer Vacation.** The performance of Services during the School District’s scheduled breaks and summer vacation is required under this Contract and must be coordinated with the School District Liaison. The Contractor’s schedule and duties during scheduled breaks and summer vacation must not be altered and also must be developed with the goal of minimizing interference with any scheduled instructional or extra-curricular activities, or with contracted work being performed by others. The Contractor may utilize “team cleaning” during any scheduled breaks and the summer vacation to address the School District’s Facility usage and energy conservation initiatives, provided the School District Liaison is notified in advance, and further provided the team cleaning does not render a Facility without all coverage unless agreed to in writing by the School District Liaison. In any event, the Contractor shall not modify or reduce its staffing plan, scheduled coverage hours and/or levels of service from that provided for in this Contract unless otherwise consented to by the School District in writing.
- D. **Snow Removal Services.** For those Facilities listed in Attachment A where the Contractor shall be responsible for all routine snow and ice removal from, and application of salt/ice melt to, all areas within ten feet (10’) of all entrances to the Facilities and for those other areas listed/identified in Attachment B. The Contractor agrees that if weather conditions require, Contractor will ensure all necessary personnel are available to clear all snow and apply salt/ice melt prior to the start of school and will also have personnel properly staffed for all regularly scheduled shifts throughout the day. When snow continues to fall, it is expected that Contractor personnel will re-clear the designated areas as needed to assure maximum safety for visitors/users of the Facilities. All necessary salt/ice melt will be procured in accordance with Section VI.A. of this Contract.
- E. **Emergency Services.** The Contractor agrees to respond to any emergency requests made necessary by rain, plumbing failure, mechanical failures, leaks, accidents or as otherwise requested by the School District; 24 hours per day, 7 days per week, 365 days per year. Any Services of this nature must be pre-approved by the School District Liaison or other designated administrator on-call. Any additional charges for these Services shall be in accordance with the Emergency Rate set forth in Attachment C of this Contract. The Contractor will be expected to answer any after-hours security calls and to respond to “after-hours” issues at the Facilities during designated periods. The Contractor shall notify the School District Liaison immediately when it receives after-hours security calls and all responses to after-hours issues Monday through Friday shall be at no additional charge to the School District. If such response is due to the acts or omissions of the Contractor or its employees or agents, there shall be no additional charges to the School District. Any invoice for these Services must include the Facility, date, area(s) affected, scope of work performed, hours expended by contract personnel, and name of person authorizing the work.

F. Holiday Services. The Contractor is not required to provide Services on the holidays listed below; however, Contractor employees and work crews must be scheduled in such a way as to ensure that all Facilities are clean and ready to open the next business day. If work is requested by the School District Liaison for a observed holiday listed below, the Contractor may charge the School District for these Services at the Holiday Rate provided in **Attachment C** of this Contract. Except for those holidays listed below, the Contractor will be required to provide the Services in all School District Facilities during all break periods at no additional charge. If an observed holiday falls on a weekend or other day in which school is in session, the Parties agree to negotiate a mutually agreeable alternative day to observe the respective holiday. The observed holidays are as follows:

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day & day after Thanksgiving Day
New Year's Eve	Christmas Day	Christmas Eve

G. Weekend Services. The Contract Price staffing coverage for School District-sponsored events at any Facility on Saturdays and Sundays. The Parties agree to convene weekly to determine what Weekend coverage is needed at the Facilities for the up-coming weeks and the Parties will endeavor to provide the Contractor with as much advanced notice as possible to ensure all activities and events are covered. If the School District requests staffing coverage on the weekends for non-School District-sponsored events (rentals), the Contractor may charge the School District at the hourly rates set forth in **Attachment C**.

H. COVID-19 Cleaning Services. The Custodial Services include specific enhanced cleaning and safety protocol that the Contractor agrees to perform. These include those enhanced cleaning and safety protocol as set forth in the School District's Emergency Preparedness Plan, current CDC guidelines and requirements regarding public schools, as well as applicable local health department they relate to public schools.

IV. CONTRACTOR PERSONNEL

A. Management Personnel. The Contractor shall provide the personnel necessary for the efficient management of the Services consistent with Contractor's Staffing Plan and attached hereto as **Attachment D**, which shall consist, at a minimum, of one (1) full-time on-site manager (the "Contractor Manager") and one (1) full-time School District dedicated on-site assistant/afternoon manager. The Contractor Manager will act as the Contractor's representative for Contractor's day-to-day performance of the Services and will be the direct point-of-contact with the School District Liaison on a daily basis regarding the performance of the Services. The Contractor shall provide the School District Liaison with a list of all other Management Personnel, including the number for the Contractor-provided cellular telephone where Management Personnel may be reached at all times in the event the Contractor Manager is unavailable. The Contractor

Manager will be the individual called from the School District's security phone. Once assigned to work under the Contract, the Contractor must provide written notification to the School District Liaison if the Contractor Manager is replaced or removed from working under this Contract by the Contractor. The Contractor Manager, or the Contractor's designated alternate, will be required to answer each call from the School District Liaison within thirty (30) minutes of the time the call is placed and failure to answer the call within said thirty (30) minutes will be considered non-compliance and will be subject to a Deduction under Section XII of this Contract. Furthermore, the Contractor Manager must:

1. Be authorized by the Contractor to act as the Contractor's agent in all communications with the School District Liaison.
2. Have full authority from the Contractor to schedule working hours, Facility staff assignments and cleaning/custodial procedures.
3. Be able to inspect Facilities at times other than during normal working hours as necessary, and must respond to security calls for doors not being secured etc.

B. Service Personnel. It is the Contractor's responsibility to maintain the standard of cleanliness, appearance and operational functions of the Facilities specified in this Contract. Accordingly, it is the responsibility of the Contractor to provide sufficient personnel in the amounts set forth in Contractor's Staffing Plan attached hereto and incorporated herein by reference as **Attachment D**, including substitute employees to ensure all scheduled shifts are fully covered, who are properly trained and licensed (when legally required) to ensure that the requirements and standards are met and that each Facility is effectively cleaned, maintained and operational on a daily basis in accordance with the terms and conditions of this Contract. The Contractor agrees to require its service personnel to be responsible for their designated area to ensure it is cleaned daily as required under this Contract. The Contractor shall provide all employees (both regular and substitutes) and agents it deems necessary for the efficient provision of the Services; provided that the quantity of Contractor personnel shall at all times be, at a minimum, equal to the amount of personnel set forth in Contractor's Staffing Plan, and further provided that the following coverage parameters are maintained at all times:

1. The Services shall be provided twelve (12) months each year at all Facilities.
2. All Contractor employees and agents are staffed so that all Facilities are staffed to perform all Services and accommodate all daily weekday without delay or obstruction in accordance with the Contractor's Staffing Plan attached hereto and incorporated herein by reference as **Attachment D**, provided that, at a minimum, each Facility has coverage during the times mutually agreed to by the Parties and provided to the School District in writing, unless the Contractor receives the prior written consent of the School District Liaison.
3. All Facilities used for daily, after-school or weekend activities or events (including all curricular, extra-curricular, athletic and rental/outside

activities and events) are cleaned and prepared, and activities or events are set-up and broken down, at or before the scheduled times identified by the School District.

4. All necessary efforts are made to ensure that the routine cleaning of, or performance of Services for, the Facilities do not interfere with any scheduled activity/event in a Facility.
5. All Facilities are cleaned, prepared and operational prior to the beginning of each school day.
6. All Summer Cleaning tasks/duties are performed, and during the Summer months, the Contractor agrees to modify its coverage schedules for certain Facilities in order to cooperate with the School District's energy conservation policies and practices, under which certain Facilities are open for limited hours, or closed, during portions of the Summer months.

C. Compensation of Contractor Personnel. The Contractor shall be responsible for all salaries, wages, benefits (including health/medical insurance), payroll and other taxes, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Contractor employee or agent.

D. Scheduling and General Coverage of Services. The Contractor agrees to perform the Services set forth in this Contract during the coverage hours set forth herein or as otherwise approved by the School District Liaison in writing. The Contractor agrees to **NOT** modify the coverage hours detailed in Section IV.B.2. and **Attachment D** for the Services without the prior written consent of the School District Liaison. The Contractor shall schedule, assign duties for, and make appropriate Facility assignments for its employees and agents to promote flexibility in the cleaning and maintenance functions and performance of the Services to ensure the unimpeded delivery of the instructional and extra-curricular programs and general operations of the School District. Furthermore, the Contractor's schedules and assignment of responsibilities and duties shall be structured in a manner which allows the same to be shifted (flexed) to accommodate the daily changing needs of the School District Facilities. The Contractor shall provide an organization chart showing lines of communication, as well as copies of the Facility assignments to the School District Liaison so that the School District's administration, staff and personnel may be adequately informed of the schedules and assignments for both operational and safety purposes. If any Contractor employee Facility assignments and/or duties are modified by the Contractor, the Contractor shall immediately inform the School District Liaison via electronic mail, and the Contractor shall provide copies of the updated organizational chart, work schedules, duties and/or Facility assignments to the School District Liaison within three (3) business days of such modification.

E. Substitute Scheduling. It is expected that the Contractor will provide coverage to perform all Services in accordance with the terms and conditions of this Contract. Accordingly, the Contractor should maintain a pool of trained, licensed (as required under this Contract or where otherwise legally required) and qualified

substitutes with the required fingerprinting and criminal background checks, available on short notice, to ensure that the Facilities are adequately staffed by Contractor in order to perform the Services without any lapses in coverage. For example, if the absence of a Contractor employee or agent renders a designated shift at a Facility without coverage, the Contractor must provide substitute coverage to accommodate the lapse in coverage created by such absence or be subject to the applicable Contract Price adjustment as set forth in Section XIII.B.9 of this Contract. Moreover, the Contractor agrees that its Management Personnel are intended to provide necessary supervisory/management functions for the Services and they will not be used to fill staffing shift vacancies and the Contractor further agrees that if Management Personnel are used to fill staffing vacancies, Contractor may be subject to the applicable Contract Price adjustment as set forth in Section XIII.B.9 of this Contract. The Contractor shall be responsible for all costs and expenses (including compensation) for all substitute employees or personnel required by the Contractor to perform the Services as part of the Contract Price. For safety and Facility operational purposes, the Contractor is required to promptly inform respective Facility administrator and the School District Liaison via e-mail on the affected day when there will be a change of Contractor employees due to absenteeism or if the Contractor personnel will be unable to fill a designated shift. If the Contractor Manager is unavailable under the Contract, the Contractor shall immediately inform the School District Liaison of the absence and how the Contractor will ensure completion of the respective duties and work. Additionally, Contractor agrees to encourage its personnel to use allotted vacation time during non-student days and if this occurs, the Contractor will not be required to fill substitutes for these shifts provided that no Facility is left without any staff and that all break specifications are completed and/or each Facility is ready for the next school day.

- F. **Designation of Contractor Personnel.** The Contractor acknowledges and agrees that it is of utmost importance to the School District to maintain stability and continuity of the Services and positions within the School District and the Contractor agrees to maintain stability in its workforce throughout the Initial Term and any Renewal Terms of this Contract. However, upon 30-day notice, the School District may request replacement of Contractor personnel.

V. **PRICING AND PAYMENT TERMS**

- A. **Contract Price.** The Contractor shall perform all Services for the annual sum of as set forth on Contractor's Pricing Form (the "Contract Price") for the Initial Term, attached hereto and incorporated herein by reference as **Attachment C** (the "Pricing Form"). The Contract Price includes all costs and expenses for the Services for Monday through Friday staffing coverage at all Facilities and coverage for School District-sponsored events as set forth in Section III.G, and snow removal services shall be available 7 days a week to ensure all Facilities are opened at their scheduled times. The Contract Price shall remain firm for each year of the Initial Term and shall not be increased. Additionally, the Contractor agrees to convene at least every six (6) months with representatives of the School District, for the purpose of evaluating the efficiency of the performance of this

Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, the Contractor agrees to pass along any savings to the School District.

B. Additional Services. If the Contractor is requested by the School District to perform any Emergency Services (*see* Section III.E.), Holiday Services (*see* Section III.F.), Weekend Services (*see* Section III.G.), Supplemental Staffing Services (*see* Section III.H.) or any other services which are outside the scope of the Services set forth in this Contract (collectively the “Additional Services”), the Contractor must receive prior written approval from the School District Liaison before rendering or invoicing for such Additional Services. Any Additional Services which are not specifically addressed in this Contract shall be charged at the respective rate set forth below or based upon a mutually negotiated price agreed upon in writing prior to the commencement of such Additional Services. If the School District requests, in writing, that the Contractor perform Additional Services, the Contractor may charge the School District at the rates set forth in **Attachment C**.

C. Invoicing. The Contractor shall invoice the School District as follows:

1. **Contract Price Invoicing.** Contractor shall invoice the School District for the Contract Price in monthly installments on a once-per-month basis for all Services rendered under the Contract and the invoice shall be itemized on a Facility-by-Facility basis. Monthly invoices shall itemize charges for labor (including a reconciliation of hours actually worked as compared to that required under **Attachment D**), equipment, and any additional charges, if applicable, for each Facility. For all staffing hours missed and not filled with appropriate substitute staffing, the Contractor shall reduce the monthly invoice in accordance with Section XIII.B.9. of this Contract. Invoices shall be submitted to: _____, Wayland Union Schools, 850 E. Superior Street, Wayland, Michigan 49348.
2. **Additional Services Charges.** 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 (or ¼ hour fraction thereof) worked. Invoices for Additional Services shall be separate from the Contract Price invoice but shall be sent to the School District together with the Contract Price invoice. Charges for these Additional Services shall be in accordance with rates set forth above.
3. **Charges for Services Not Performed.** The School District shall not be charged nor liable for payment for any Services not performed. Moreover, if the Contractor fails to perform the required Services or provide the number of personnel as set forth in the Contractor’s Staffing Plan, the Contract Price, and the amount owed by the School District shall be adjusted on a pro-rata daily or other equitable basis.

- D. Payments.** Payment of undisputed amounts in each invoice shall be made within forty-five (45) days of receipt of the invoice. The School District will issue one (1) payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Contractor Manager by the School District Liaison, in writing, within fifteen (15) days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.
- E. Rate Adjustment.** Adjustments to the Contract Price for the Services or rates for the Additional Services beginning with the first Renewal Term, if exercised, will be effective July 1 of that contract year. The rates for the first Renewal Term, if exercised by the School District, shall be determined by adjusting the rates for the third year of the Initial Term by the lesser of: i) the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Grand Rapids Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics for the prior calendar year; or ii) two percent (2%). The rates for any subsequent Renewal Term(s) or extensions of the Contract shall be determined by the above formula. Rates may not otherwise be modified unless upon the mutual written agreement of the Parties.
- F. Rate Reductions.** If the School District reduces the level of Services by more than 5,000 square feet, the Contract Price will be reduced proportionately (on an FTE equivalent basis or other pro-rata basis mutually agreed to by both Parties in writing) to account for all aspects of the reduced level of Services. Furthermore, the School District reserves the right to reduce the frequency or scope of the Services. Such reductions shall be agreed upon by both Parties in writing.
- G. Rate Modifications for School Closures or Modifications in Level of Services.** The School District reserves the right to reduce/increase the frequency or scope of the Services at any or all Facilities during the Initial Term, or Renew Term(s), if any, of this Contract. If the School District reduces/increases the level of Services due to, by way of example and not limitation, a change in level of school operations that require a modification to the Services, a Facility closure (including partial closure), or the closure, modification or cessation of school operations, such reduction/increase will be communicated to the Contractor in writing and from the effective date of such modification, the Contract Price will be adjusted proportionately (on an FTE equivalent basis or other pro-rata basis mutually agreed to by both Parties in writing) to account for all aspects of the modified level of Services.
- H. Rates for Alteration of School District's Facilities.** In accordance with Contractor's Pricing Form, the amount per square foot set forth in Contractor's Pricing Form will be utilized to develop the increase or decrease in the Contract Price to account for the modified scope of Facilities and Services required by the

School District. The Parties agree to negotiate in good faith to develop a mutually agreeable increase or decrease to the Contract Price when the number of Facilities is modified.

- I. Services and Pricing Audits.** The Contractor acknowledges and agrees that the Contract Price and scope of Services are based upon the Contractor's representations to the School District that Contractor personnel will be staffed in accordance with **Attachment D** and all Contractor personnel will be paid by Contractor at the level of wages and fringe benefits set forth in **Attachment D**. The Contractor further acknowledges and agrees that these staffing and wage components of Contractor's Proposal, as clarified during the RFP process, were material components of the School District's engagement of the Contractor and the School District's initiatives to ensure the Contractor's Services have a positive impact on the School District's educational and Facility operations. In order to ensure that the Contractor maintains compliance with these staffing and wage components, the Contractor shall submit to the School District with each regular monthly invoice, and as otherwise requested by the School District, a copy of all payrolls, accompanied by a signed & notarized "Statement of Compliance" indicating that the payrolls are correct and complete and that each Contractor personnel has been paid not less than the designated wage rate for the work performed as set forth in **Attachment D**. If it is determined that the Contractor has failed to comply with these staffing and wage components of this Contract, in addition to any other charges or deductions authorized by this Contract, the Contractor shall promptly reimburse the School District the difference between the actual wage and the designated wage (as weighted to include all charges for taxes and benefits, etc.) or value of benefits not paid by Contractor for all Services performed, or credit or reimburse the School District for Services (shifts) not performed.

VI. SUPPLIES AND EQUIPMENT

- A. Consumable Supplies.** All consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners, salt/ice melt) (the "Consumable Supplies") necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured through a School District-approved supplier. All Consumable Supplies used to perform the Services must be approved by the School District. The Contractor is responsible for managing the inventory of Consumable Supplies and shall assist the School District to schedule and place all necessary orders of Consumable Supplies, provided that prior to placing such order, the order (included types and quantities) shall be submitted to and approved by the School District Liaison. All invoices for approved Consumable Supplies will be paid directly by the School District. All costs and expenses for non-approved Consumable Supplies or excessive quantities of Consumable Supplies that are ordered by Contractor shall be the sole responsibility of the Contractor. The Contractor shall also submit to the School District a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each School District Facility) and necessary re-ordering

requirements. If the Contractor requests any product deviation from School District-approved Consumable Supplies, the Contractor must prove to the School District Liaison that the alternate supply meets or exceeds the School District's current specifications. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School District Liaison. The Contractor shall continue the School District's "green cleaning" initiatives. The Contractor will be required to keep an adequate inventory of Consumable Supplies at each Facility. The Contractor shall be responsible to procure any necessary fuel/oil for any mowers or snow blowers used to perform the Services.

B. Cleaning Chemistry Supplies and Laundry. All cleaning supplies, materials and laundry (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the "Cleaning Supplies") necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract shall will be procured through a School District-approved supplier. The Contractor is responsible for managing the inventory of Cleaning Supplies and shall schedule and place all necessary orders of Cleaning Supplies, provided that prior to placing such order, the order (included types and quantities) shall be submitted to and approved by the School District Liaison. All invoices for approved Cleaning Supplies will be paid directly by the School District. All costs and expenses for non-approved Cleaning Supplies or excessive quantities of Cleaning Supplies that are ordered by Contractor shall be the sole responsibility of the Contractor. The Contractor shall also submit to the School District a monthly report detailing all consumption of Cleaning Supplies (including type and quantity of each Cleaning Supply for each School District Facility) and necessary re-ordering requirements. If the Contractor requests any product deviation from School District-approved Cleaning Supplies, the Contractor must prove to the School District Liaison that the alternate supply meets or exceeds the School District's current specifications. All disinfectants used by the Contractor must meet all applicable EPA and CDC guidelines. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the School District Liaison. The Contractor shall continue the School District's "green cleaning" and enhanced safety and cleaning initiatives. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.

C. Equipment. It is the intent of this Contract that the Contractor may use the School District's inventory of equipment and small hand tools to perform the Services. Additionally, the School District maintains a computer at each Facility which is utilized for the work-order systems and communication regarding Facility reservations, for example. Information regarding the current School District-owned Equipment as of the issuance of this RFP is set forth in **Attachment E** (the "Equipment"). Title to this Equipment and any subsequent replacement equipment shall remain with the School District. All general and customary maintenance for the Equipment will be performed by the School District and such costs are paid via the Equipment Allowance. However, the Contractor shall be responsible for the cost of repairing the Equipment, if it is damaged, at its sole cost and expense, utilizing qualified and authorized service

personnel and manufacturer approved replacement parts if such damage is caused by the Contractor. The inventory of Equipment shall be updated as of the effective date of the Contract, and annually thereafter, by the Contractor and submitted to the School District for approval. If the Contractor desires to purchase equipment and/or tools in addition to the Equipment or new equipment via the Equipment Allowance, the Contractor may do so at its sole cost and expense. Said additional equipment and/or tools shall remain the property of the Contractor and Contractor shall maintain and repair said equipment at its sole cost and expense.

VII. COMPLIANCE WITH LAWS AND SCHOOL DISTRICT POLICIES

- A. Compliance with Laws.** While performing the Services or while in or on the Facilities, the Contractor and its employees and agents shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all licensing and permitting requirements applicable to providing the Services required under this Contract, including, but not limited to, pesticide applicator license, pool operator's license, drivers' licenses and boiler operator licenses, etc. The Contractor, including all employees and agents, shall perform all Services in accordance with all applicable State and local licensing laws including, but not limited to: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Contractors Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, PA 227 of 1967. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules, regulations and ordinances. The Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations and licensing and permitting requirements, applicable to providing the Services. The Contractor shall indemnify, defend and hold the School District harmless from any liability arising from Contractor's failure to so comply.
- B. Compliance with School District Policies.** While performing the Services or while in or on the Facilities, the Contractor, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the School District. These include, but are not limited to, all policies concerning the use of the Facilities and appropriate behavior of persons in the Facilities, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol.
- C. Fingerprinting and Criminal Background Checks.** The Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Contractor shall be required to have all on-site personnel such as managers, clerical staff, custodial/cleaning staff (including substitutes), as well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises to carry out the 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. These criminal background checks must be completed through the School District by having all applicable Contractor personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or if permitted by law, having said Contractor personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal history and background check as a Contractor employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the Contractor acknowledges and agrees that the Contractor personnel will be required to undergo the full fingerprinting and background check process. If Contractor wishes to receive a copy of any report that may be provided to the Contractor under applicable law, it shall have the Contractor employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all its personnel to report to the School District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the School District's premises to carry out the 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 School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's (or its employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Contractor acknowledges and agrees that all background checks

must be completed through the School District and the School District will not accept any background checks conducted through the Contractor.

- D. **OSHA Compliance.** All Services to be furnished by the Contractor and the Contractor’s working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Federal and State Occupational Safety and Health Acts. If the School District or Contractor is/are fined for any such violations, the Contractor shall be liable for all costs and expenses associated with responding to, or paying, any such non-compliance issues or fines.
- E. **Nondiscrimination in Employment.** The Contractor shall comply with all Federal and State laws pertaining to Equal Employment Opportunity and Affirmative Action requirements and all subsequent amendments thereto and applicable orders.

VIII. INSURANCE, INDEMNIFICATION AND DAMAGE TO PROPERTY

- A. **Insurance Requirements.** The Contractor shall maintain the following insurance in force at all times during the Initial Term, and any Renewal Term(s), of the Contract, with an “A” rated Best insurance carrier acceptable to the School District. The Contractor shall not commence any Services under the Contract until the Contractor has obtained all insurances stated in these requirements, all insurances have been reviewed and approved by the School District and the Certificates of Insurance have been provided to the School District. All policies must be endorsed to require the insurance carrier to notify the School District and the Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage. The School District shall be named as additional insured for the minimum limits listed below and these coverages and limits are to be considered minimum requirements under this Contract and shall in no way limit the liability or obligations of the Contractor under any other provision of this Contract.

Policy Type

Minimum Limits

Workers’ Compensation

Statutory

Commercial General Liability*

Bodily Injury

\$1,000,000 each person
\$1,000,000 each occurrence

Property Damage

\$1,000,000 each occurrence

Products – Comp/Op Agg.

\$1,000,000 each occurrence

Commercial Automobile Liability

Bodily Injury

\$1,000,000 each person
\$1,000,000 each occurrence

Property Damage

\$1,000,000 each occurrence
\$1,000,000 each occurrence

Excess Umbrella Liability

\$5,000,000 each occurrence

Employer's Liability

\$1,000,000 each occurrence

*Note: Commercial General Liability to include: "Contractual Obligations" coverage and Negligent Hiring coverage.

The Contractor shall not commence any Services under this Contract until it has secured the aforementioned insurance coverages and provided the School District with the appropriate certificates of insurance evidencing the same.

- B. General Indemnification.** Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or related to Contractor's performance of the Services pursuant to this Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.
- C. 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 School District property in violation of any applicable law or regulation. Without limiting any other provisions of this Contract or the other Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members 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 or related to (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 the Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance

as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) (“RCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. (“EPCRA”), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

- D. Repairs to Property Damage.** Damage to any School District Facilities or properties caused by the Contractor, its agents or employees shall be repaired so that Facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.

IX. FACILITIES ISSUES

- A. Facility Security.** Exterior doors and gates are to be unlocked and locked at the times specified by the School District Liaison. Contractor is responsible, to the extent set forth in this paragraph, for the security of each Facility during the cleaning and maintenance operations. Contractor shall secure each Facility at the end of each shift (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows, secure equipment rooms and storage buildings) and set the alarm. Office, classroom, storage buildings and other doors are to be unlocked or opened only during the time that cleaning is actually being done or those are in use by Contractor and all are to be re-locked as soon as the Services have been completed. For the safety of students and the public at large, storage buildings, maintenance equipment rooms and custodial closet doors are to be kept shut and locked when not in use. The School District shall provide Contractor with alarm codes for each Facility. A set of security codes for all Facilities shall be issued to the Contractor Manager. Alarm codes must not be traded between or shared among Contractor employees and agents. Previously assigned alarm codes must not be forwarded by Contractor to new employees. Notification to the School District Liaison shall be immediate with the

reassignment or termination of any individual who has been assigned an alarm code. The Contractor shall respond to any night calls.

B. Keys and Key Fobs/Cards. Keys and key fobs/cards to the Facilities will be supplied by the School District to the Contractor Manager. All keys will be issued to, and must be signed out by, the Contractor's Manager. The School District will provide the Contractor Manager with appropriate keys for all Facilities. At no time shall Contractor or its employees or agents make copies of any keys or key fobs/cards issued by the School District; if additional keys or key fobs/cards are needed, the Contractor Manager must submit a request to the School District Liaison. There will be a \$50.00 charge for the replacement of any lost or stolen key or key fob/card and a \$25.00 charge to re-issue entrance keys to a new Contractor Manager. The School District reserves the right to inventory the keys and key fobs/cards issued to Contractor at any time. All lost keys assigned to Contractor or to any of Contractor's employees or agents, (whether interior or exterior keys), must be reported, via the School District's lost key report form, to the School District Liaison within 24 hours of discovery of the loss. If the School District must re-key any locks due to Contractor's breach of this provision, the cost will be deducted from the monthly payment. Contractor is prohibited from lending School District keys or key fobs/cards to anyone. Contractor and its employees and agents are also prohibited from leaving key rings/fobs in janitor closets or from lying on carts or equipment, or otherwise out of their possession. Each instance of School District-observed noncompliance will result in non-compliance deduction of \$50. All keys assigned to Contractor Manager and/or Contractor employees or agents shall be returned to the School District Liaison when his/her services in the assigned Facility end. All keys shall be returned to the School District Liaison at the expiration or earlier termination of this Contract. Keys and key fobs/cards shall not be traded between Contractor employees or agents, nor forwarded to new employees; instead, the keys must be returned to the School District Liaison to be re-issued to the Contractor.

C. Quality Control Inspections and Meetings.

- 1. Inspections.** The Contractor agrees to perform quality control inspections on a regular basis and make such inspection reports available to the School District upon request. The Contractor Manager, the School District Liaison and other personnel as deemed appropriate by the School District Liaison will perform periodic **full building** inspections of each Facility to: (1) ensure tasks are completed according to the cleaning frequency requirements, maintenance and repair requirements, (2) ensure that the quality of the Services are satisfactory, and (3) to ensure Contractor's compliance with other terms of this Contract. These inspections will be conducted at least once per month in each Facility, however, the School District's Superintendent, the School District Liaison and/or the respective Facility administrator may also periodically inspect the Facilities, which deficiencies and all unsatisfactory performance will be reported to the Contractor Manager by the School District Liaison. In addition, an inspection of all Facilities will be conducted prior to each school year. An

inspection may also be conducted in conjunction with the School District's insurance carrier during the term of this Contract. These requirements are not intended to limit Contractor's responsibility to inspect or control its own work, nor does it limit the School District's right to inspect any Facility at any time. The Contractor Manager will use the required inspection forms or pre-printed forms provided to Contractor by the School District or forms mutually agreed upon between the School District and Contractor. Upon completion of each inspection, Contractor will provide a copy of the inspection form to the School District Liaison present during the inspection before leaving the Facility. Additionally, the Contractor shall provide the School District Liaison and the respective building administrator with copies of the quality check reports via-email on a monthly basis. Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the School District Liaison's opinion, to correct unsatisfactory performance to conduct activities and events in a clean and safe environment, the School District shall give written notice to Contractor and Contractor shall have two (2) days to correct any unsatisfactory performance, and if not corrected by Contractor, all reasonable costs incurred by the School District to correct the deficiencies will be deducted from the monthly Contract Price invoice payment to Contractor.

2. **Meetings.** The Parties agree to meet and discuss, on at least a bi-weekly basis to address the performance of the Services, any issues, problems or other matters related to the provision of the Services, and prioritization of existing issues and work orders. Either Party may request a special meeting by notifying the designated representative of the other Party. The Parties agree that as part of these meetings, if any efficiencies in the performance of this Contract are uncovered, the Parties will work to implement them into the Contract.

D. Manufacturer's Recommendations. Contractor shall ensure that all applicable supplies, materials and equipment manufacturers' recommendations on cleaning and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, pool equipment and equipment maintenance, etc.

E. Energy Conservation. Every effort shall be made to conserve energy whenever possible as Contractor is performing the Services. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating. The Contractor shall not adjust or otherwise modify any School District energy/utility systems and shall ensure its employees and agents comply with the School District energy policies or directives.

F. Hazardous Substances – Pesticide Application. The School District, pursuant to the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, is subject to strict regulations relative to the application of any pesticides, herbicides or fertilizers on School District property, and persons are prohibited from doing so unless there is strict compliance with certain provisions

of the PA 451 of 1994, as amended. The Contractor shall not spray, permit the spraying of, or use any pesticides, herbicides or fertilizers in, on or around School District property without the prior written consent of the School District Liaison.

- G. **School Closings.** Contractor is required to work on all “calamity days” and certain activities and events may still take place (e.g., athletic events). In addition to snow removal around Facility entrances, Contractor must perform those other tasks as are necessary to ensure each Facility is cleaned and prepared for the events and activities taking place and for next school day.
- H. **Renovations to Facilities.** During times of any construction, the School District Liaison may request Contractor to re-assign the work normally performed in the areas affected by such construction/renovation.
- I. **Asbestos.** Like many older schools, the School District’s Facilities include some asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls. Each Facility has, and the School District Liaison has, a copy of the School District’s asbestos management plan for each school. These are available for public inspection. All of the Contractor’s employees assigned to the School District should familiarize themselves with the various sources of asbestos in the Facilities to which they are assigned. Some of the asbestos management restrictions are as follows:
 - 1. Do not remove or otherwise disturb asbestos wrapped pipes
 - 2. Do not grind or remove asbestos containing floor tile.
 - 3. Do not disturb asbestos containing ceiling tile.
 - 4. Do not remove chalkboards without the School District’s Designee’s pre-approval, for some of these have asbestos glue.
 - 5. Do not disturb any other asbestos.

X. RECORD KEEPING AND SAFETY ISSUES

- A. **Safety Data Sheets.** In accordance with applicable laws, before bringing any new chemicals onto a Facility, the Contractor must provide one copy of the Safety Data Sheets (“SDS”) to the School District Liaison. The Contractor must maintain a complete and up-to-date inventory of SDS for all chemicals used in each Facility. This inventory must be stored in two duplicate notebooks labeled “SDS,” one stored in the principal’s office and one stored in the appropriate custodial or maintenance office area(s). In addition, a master SDS notebook with a section for each Facility in the School District must be provided to and kept current for the School District’s Operations Department office. The SDS notebook must also include Michigan’s Right-To-Know procedures.
- B. **Injuries to Contractor Personnel.** The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees and agents are performing the Services for the School District.
- C. **Procedures.** The Contractor should maintain, in each Facility, a Procedures Manual specific for that Facility which may include the following:

1. Emergency and safety procedures.
2. Contractor's standard policies and procedures.
3. List of Contractor personnel assigned to the Facility.

D. Other Record Keeping. The Contractor shall report, in writing, any damage that occurs as a result of one or more of the Contractor's employees or agents. The Contractor shall inform the applicable Facility Administrator and the School District Liaison of any vandalism, evidence of attempts to force entry, and all other damages to persons or property at any Facility. The Contractor's employees and agents shall report, in writing, any items that require maintenance or repair that are discovered during the Initial Term or any Renewal Term(s) of the Contract.

E. Contractor Personnel Expectations. All of Contractor's employees and agents are to present themselves in an appropriate manner and attire consistent with the terms and conditions of this Contract. The Contractor must have safety procedures in place for its employees and agents while performing the Services. For example, it is anticipated that such procedures would address the following:

1. Prohibit custodial closets, mechanical rooms or maintenance facilities to stand open and unattended.
2. Prohibit Contractor employees or agents from congregating or having food/drink in unauthorized areas.
3. Prohibit Contractor employees or agents from copying, distributing or loaning any key or key fob/card to School District Facilities.
4. Prohibit Contractor employees or agents from disturbing papers on desks, opening drawers or cabinets, using telephones or computers or tampering with personal property owned by the School District or its employees, students or occupants.
5. Prohibit custodial products and/or equipment/supplies to remain unattended.
6. Prohibit leaving custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons).
7. Prohibit leaving any vehicle or machine/equipment unattended that is not properly disabled/secured.
8. Prohibit leaving lights on or doors open in unattended sections.
9. Prohibit the playing of radios, or other similar devices, at a volume that is audible in other areas of a Facility.
10. Prohibit the use any School District or Contractor equipment that is not required to perform duties or Services.
11. Prohibit the transport of any School District-owned equipment or supplies to another School District Facility without the prior express written permission of the School District Liaison.
12. Prohibit visitors, spouses or children of the Contractor's employees or agents in any Facilities during working hours unless they are bona fide employees of the Contractor, they receive prior approval from the School District Liaison or are bona fide students of the School District.

F. Uniforms and ID Badges. For safety reasons, at all times while performing the Services, all Contractor employees and agents are required to wear attire/uniforms that are agreed upon by Contractor and School District in writing. Uniforms shall be provided by Contractor or its employees or agents at no cost to the School District. Furthermore, at all times while on or in the Facilities to perform the Services, all Contractor employees shall wear a Contractor-issued identification badge for security purposes. All identification badges must include a picture and name of the individual, be worn above the waist, and be clearly visible at all times for safety purposes.

G. Personal Protection Equipment & Training Requirements. The Contractor shall provide all necessary personal protection equipment ("PPE") necessary to perform the Services and to be in compliance with all Federal, State and Local laws, rules, regulations, orders, or ordinances, as well as such PPE uses must comply with all School District policies, procedures or plans. All Contractor employees and agents performing any Services shall be properly trained to following all School District protocol regarding safety and in the use of PPE and duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract and with all applicable laws. The Contractor shall also provide orientation/training on all School District protocol, policies and procedures. The Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its employees and agents as required by applicable codes and laws.

H. Communication. Effective communication between the Contractor and the School District is necessary for effective delivery of the Services across all Facilities. Accordingly, it will be necessary for the Contractor Manager to maintain regular and open communication with the School District Liaison, School District administration, as well as the respective Facility administrators. Furthermore, it is expected that it may be necessary for respective Facility administrators to communicate emergency work orders/tasks to other Contractor employees or agents in order to maintain safety and operational functions of the Facility. The School District will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all School District Facilities. For example, the Contractor may provide one cell phone for each Facility that is rotated between shifts that that any necessary communications may be easily facilitated.

1. **Emergency Contacts.** The Contractor will be responsible to provide the School District Liaison with an emergency contact person and cellular telephone number for each Facility.
2. **Daily Communication.** A daily log shall be maintained at each Facility office where authorized staff may enter suggestions or complaints on areas of Services. The Contractor will write the corrective action taken and sign the log book daily. Additionally, all communications regarding issues with, or deficiencies in, the Services should be made in writing via e-mail from/to the School District Liaison and from/to the Contractor Manager.

3. **Work Order Systems.** The Contractor will be responsible for monitoring and communicating with School District staff and personnel regarding on-going repairs and daily reporting that are facilitated through the School District's Work Order Systems, being School Dude and Google Docs systems.

XI. RELATIONSHIP OF THE PARTIES

- A. **Independent Contractor.** It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of all Services under the Contract and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's Services in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. The Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Nothing in this Contract shall be construed to interfere with or otherwise affect the rendering of Services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of the Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents.

XII. SCHOOL DISTRICT LIAISON AND NOTICES

- A. **School District Liaison.** For purposes of this Contract, the School District Liaison shall be the School District's Operations Manager; provided, however, the School District may at any time designate another individual to serve in this capacity upon written notice to the Contractor Manager.
- B. **Notices.** Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.
 1. **To the School District.** All required notices to the School District shall be delivered to the Superintendent, Wayland Union Schools, 850 E.

Superior Street, Wayland, Michigan 49348, with a copy to Jeremy S. Motz, Esq., Clark Hill PLC, 151 S. Old Woodward Avenue, Birmingham, Michigan 48009.

2. **To the Contractor.** All required notices to the Contractor shall be delivered to _____.

XIII. DEDUCTIONS AND INCENTIVES

- A. **Temporary Closures.** In addition to those reductions allowed under Section V. of this Contract, if one or more Facilities are closed for more than three (3) consecutive days for "calamities," Facility renovations, and/or a problem with a Facility, the School District Liaison may request that Services be temporarily suspended in the applicable Facility(s). If this occurs, the School District's invoice for that month will be reduced by 1/20th for each day of work that Services are cancelled in the applicable Facility. If any such service reductions can be reasonably anticipated by the School District, the School District Liaison will provide as much lead time to the Contractor Manager as possible.
- B. **Performance Incentives.** The following financial non-compliance assessments shall be applied, and will be deducted from the next Contract Price invoice. The School District Liaison has the authority to waive up to \$1000 per contract year.
 1. **Building Alarm Code Replacements.** There will be a \$50 charge for the replacement or sharing of building alarm codes.
 2. **Excessive Turnover.** Past experience has demonstrated that excessive turnover in the Contractor Manager or custodian positions per Facility causes additional and significant burdens upon the School District and to off-set these burdens, the Contractor may be assessed a \$250 assessment per instance at the School District's discretion if any management position or a day/lead custodian position is turned over more than twice in a three (3) month period. This assessment will be waived during the first ninety (90) days of the Initial Term.
 3. **Uniforms/ID Badges.** If a Contractor employee or agent is observed at a Facility without wearing the proper ID badge or uniform, the Contractor may be charged a \$25 assessment on the next Contract Price invoice.
 4. **Fines for OSHA/MIOSHA Violations.** If the School District is assessed any fines for OSHA/MIOSHA violations arising out of these Services and attributable to the Contractor, the Contractor shall reimburse the School District for these fines by commensurately reducing the charges on the next Contract Price invoice.
 5. **Improperly Securing Buildings.** If the Contractor fails to properly secure any Facility, a non-compliance assessment may be deducted for the next Contract Price invoice to pay the local police department or the School District Maintenance Department for their charge to respond to calls. Additionally, the Contractor shall be responsible for any and all

damage or loss to School District Facilities or equipment arising from the failure to properly secure all Facilities in accordance with this Contract.

6. **No Answer of Calls/Pages.** Calls placed by the School District's Superintendent, the School District Liaison, or the Facility administrator to the Contractor Manager that are not answered or returned within 30 minutes after the call is placed will be assessed a \$25 assessment per incident. In the event of an emergency, any subsequent damage incurred to School District Facilities as a result of the failure of Contractor to supply adequate personnel to control such damage will be reimbursed by the Contractor. The deduction will be made on the next Contract Price invoice.
7. **Non-Compliant Contractor Personnel.** If a Contractor employee or agent is observed working in a School District Facility and in not in compliance with the terms and conditions of this Contract (for example, does not have proper fingerprinting and criminal background checks completed), the Contractor will be charged a \$50 assessment which will be made on the next Contract Price invoice. The non-compliance Contractor employee or agent shall immediately vacate the School District's property.
8. **Non-Inspection.** 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 compliance assessment of \$100 per instance and will be deducted on the next Contract Price invoice.
9. **Pricing Adjustment for Unfilled Shifts.** The Contract Price agreed to by the School District is based upon the Contractor providing assured staffing on a daily basis in accordance with coverages and hours set forth in Attachment D. Whenever any Contractor employees or agents are absent from part or all of their Contractor assigned shift at a Facility and the Contractor does not provide coverage for the Facility, the Contractor must deduct \$200 per day of Service not provided as a Contract Price adjustment. Additionally, if the Contractor utilizes a Management Personnel to fill an unfilled shift during the Management Personnel's designated shift, the Contractor must deduct \$200 per instance from the next Contract Price invoice. These assessments are intended to reflect the Contractor's savings by not providing the Services required and to provide an "assured staffing" incentive. Any portion of a shift not covered by a Contractor substitute will be assessed a pro-rated assessment based upon \$200 per day. The Contractor shall provide a reconciliation of hours worked on a monthly basis, and within 10 days of the end of the Initial Term if this Contract is not renewed or extended. If the Contractor provides Additional Services that have not been approved by the School District, no such charges may be applied to the School District.
10. **Operating a Vehicle Without Licensure.** If a Contractor employee or agent is observed operating a vehicle without the proper licensure, the

Contractor will be charged a \$200 assessment which will be made on the next Contract Price invoice.

11. **Damage to School District Facilities and/or Equipment/Property.** If the acts or omissions of a Contractor employee or agent causes damage to any School District property or equipment, the Contractor shall be responsible for the full cost to repair or replace such property or equipment to a condition as good or better than prior to such damage.

XIV. MISCELLANEOUS

- A. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Allegan County, Michigan.
- B. **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.
- C. **No Assignment or Sub-Contracting.** This Contract shall not be assigned, transferred, or subcontracted, in whole or in part, by the Contractor without the prior written consent of the School District.
- D. **No Waiver.** No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
- E. **Severability.** In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.
- F. **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- G. **Entire Agreement.** This instrument contains the entire Contract entered into between the Parties hereto, its terms may not be modified except in writing signed by the Contractor and the School District. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the School District and the Contractor.
- H. **Non-Appropriation of Funds.** The School District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2021-2022 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it

will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its sole and absolute discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in this Contract, the School District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

I. Force Majeure. In the event Contractor is unable to provide Services herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, pandemic, quarantine, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Contract. A change in market condition does not constitute force majeure for the Contractor. The School District shall have the right to take over the Services if the Contractor is prevented from operating for the reasons described above, and may provide such Services with school employees or other persons, as the School District may deem appropriate until Contractor is able to resume its regular operations and the School District shall receive a credit from Contractor for the days the Contractor failed to provide such Services on a pro-rata basis. Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Services. If the Contractor does not procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from any amounts owed to the Contractor, or terminate the Contract. Additionally, in the event the School District is unable to carry out its obligations under this Contract, or does not require Services because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, pandemic, quarantine, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the School District's control, the School District shall be excused from performance under this Contract.

J. Insolvency. In the event that Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then the School District, at its option, may immediately terminate this Contract.

K. Advertising. The Contractor shall not use this Contract as part of any commercial advertising without the prior written consent of the School District.

WHEREAS, the Parties have executed this Custodial Services Contract as of the Effective Date.

WAYLAND UNION SCHOOLS

By: _____

Its: _____

Date: _____

[CONTRACTOR]

By: _____

Its: _____

Date: _____

ATTACHMENT A

List of School District Facilities

Facilities subject to the Services:

<u>Facility Name</u>	<u>Minimum Coverage Hours</u>
Wayland Union High School	
Wayland Union Middle School	
Pine Street Elementary School	
Steeby Elementary School	
Dorr Elementary School	
Baker Elementary School	
Administration/Board Office	
Transportation	

ATTACHMENT B

Custodial Services

This Attachment B is not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the School District so that the Facilities are cleaned and maintained as necessary for the School District's educational mission, operations and expectations. In addition to the specifications set forth in the RFP, at a minimum, the Contractor shall perform the following duties as part of the Custodial Services:

1. All tasks and duties set forth in **Attachment B-1**, and the Contractor agrees all such Custodial Services shall be performed at the frequencies set forth therein.
2. Contractor will monitor, communicate with School District staff and perform tasks entered through the School District's Work Order Systems. These include repair/maintenance requests through School Dude and the School District's Google Docs systems.
3. In addition to the tasks and duties set forth in **Attachment B-1**, and the Contractor agrees to clean all athletic facility buildings and restrooms regularly, as well as before and after each scheduled event/contest.

ATTACHMENT B-1

Custodial Services

ATTACHED

ATTACHMENT C

Contractor's Pricing

CONTRACT PRICE - CUSTODIAL SERVICES

The Custodial Services Contract Price is based upon the School District securing all Consumable Supplies in accordance with the terms and conditions of the Contract, and the Contractor securing all Cleaning Supplies and all necessary equipment in accordance with the terms and conditions of the Contract.

<u>CUSTODIAL SERVICES</u>				
<u>Pricing Parameter</u>	<u>2021-2022</u> <u>10 months</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>3-year Total</u>
Custodial Services				
Custodial Services – Total Man Hours - Management				
Custodial Services – Total Man Hours - Labor				
Custodial Services – Total FTEs – Management				
Custodial Services – Total FTEs - Labor				

ADDITIONAL PRICING – Applicable under Proposal Pricing

<u>PRICING INCREASE/DECREASE FOR PERMANENT ADDITION/REMOVAL OF PORTION OF THE SERVICES</u>		
<u>Pricing Parameter</u>	<u>½ FTE</u>	<u>1 FTE</u>
Lead Custodian		
Day Custodian		
Night Custodian		

<u>CUSTODIAL SERVICES HOURLY PRICING – For Additional Services Requested under Contract</u>			
<u>Pricing Parameter</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Hourly Rate			
Weekend Services Rate			
Holiday Rate			
Emergency Rate			

MISCELLANEOUS PRICING ITEMS

<u>Pricing Parameter</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Price Per Square Foot if Scope of Custodial Services Reduced			

ATTACHMENT D

Contractor's Staffing Plan

ATTACHED

ATTACHMENT E
School District Equipment Inventory
ATTACHED

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

APPENDIX F

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

PROPOSAL PRICING FORM

<u>Contractor Information</u>	
<u>Contractor Name:</u>	
<u>Business Address:</u>	
<u>Contact Person:</u>	<u>Telephone:</u>
<u>E-Mail:</u>	<u>Fax:</u>

A. CUSTODIAL SERVICES PRICING

This pricing is to reflect an award by the School District of **ALL** Custodial Services contemplated in the RFP for **ALL** Facilities based upon an **everyday cleaning** schedule at all other Facilities. *The Custodial Services Proposal pricing shall be based the Custodial Services frequencies and duties in the RFP and the staffing and wages set forth in the Contractor’s Proposal. The Custodial Services Proposal pricing shall also be based upon the School District securing all Consumable Supplies and Cleaning Supplies in accordance with the terms and conditions of the RFP and Contract, and the Contractor being able to utilize the School District’s current equipment and in accordance with the terms and conditions of the RFP and the Contract.* Accordingly, the Custodial Services Proposal pricing must be inclusive of all costs and expenses of Contractor for all personnel, supplies and equipment necessary to perform the Custodial Services, and are to be expressed as not-to-exceed amounts and all amounts are to include wages (both daily and substitute personnel), benefits (both health and other benefits offered or required), overhead and profit to perform all Custodial Services. These prices are to include Custodial Services coverage Monday through Friday at all Facilities, with the Contractor providing coverage for School District-sponsored events as part of this pricing, but coverage for non-School District-sponsored events or additional services being charged in accordance with the terms and conditions of the RFP and the Contract. *Note: The Pricing for Year 1 of the Initial Term (2021-22) is based upon 10 months of services as the Initial Term commences on September 1, 2021.*

<u>CUSTODIAL SERVICES</u>				
<u>Pricing Parameter</u>	<u>2021-2022</u> <i>10 months of Services</i>	<u>2022-2023</u>	<u>2023-2024</u>	<u>3-year Total</u>
Custodial Services				
Custodial Services – Total Man Hours - Management				
Custodial Services – Total Man Hours - Labor				
Custodial Services – Total FTEs – Management				
Custodial Services – Total FTEs - Labor				

CLARK HILL

PROPOSAL PRICING FORM

WAYLAND UNION SCHOOLS

B. ADDITIONAL PRICING – Applicable under Proposal Pricing

<u>PRICING INCREASE/DECREASE FOR PERMANENT ADDITION/REMOVAL OF PORTION OF THE SERVICES</u>		
<u>Pricing Parameter</u>	<u>½ FTE</u>	<u>1 FTE</u>
Lead Custodian		
Day Custodian		
Night Custodian		

<u>CUSTODIAL SERVICES HOURLY PRICING – For Additional Services Requested under Contract</u>			
<u>Pricing Parameter</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Hourly Rate			
Weekend Rate			
Holiday Rate			
Emergency Rate			

<u>MISCELLANEOUS PRICING ITEMS</u>			
<u>Pricing Parameter</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Price Per Square Foot if Scope of Custodial Services Reduced			

C. WAGES AND BENEFITS OFFERED BY CONTRACTOR

As set forth in the RFP, the Contractor’s rates and pricing shall include the wages and benefits offered to its employees, including health benefits and/or other benefits offered to Contractor’s employees. The Contractor shall include in its Proposal the wages and benefits that will be offered to its employees who perform the Services.

D. ACKNOWLEDGEMENT OF ADDENDA TO THE RFP

The Contractor acknowledges the following addenda that were issued to the RFP:

<u>Addendum Number</u>	<u>Date</u>
1	_____
2	_____
3	_____

PROPOSAL PRICING FORM

WAYLAND UNION SCHOOLS

E. ACKNOWLEDGMENT OF TERMS & AUTHORIZATION

The undersigned Contractor acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Proposals received in response to this RFP; (ii) to waive informalities and irregularities in the RFP process; (iii) to award the Contract to other than the Contractor with the lowest financial Proposal; and (iv) to award the Contract to one (1) or more Contractors. If awarded the services, the Contractor agrees to enter into the form of Contract with the School District, and to furnish the services in strict accordance with, this RFP and the Contract. By submitting a Proposal, the Contractor certifies that its Proposal, as submitted, complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of its Proposal.

Additionally, the Contractor certifies that it has not communicated about the subject of the RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, contractors or employees of the School District except as permitted under the RFP, or as otherwise required by applicable law.

Contractor Name: _____

Authorized Individual Name: _____

Position/Title: _____

Signature: _____

Date: _____

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
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CUSTODIAL SERVICES

APPENDIX G

Administration						
Transportation						
Operations						
Total Hours						
Position = Title (i.e., Supervisor) or Scheduled Shift (i.e., Day Custodian or Evening Custodian)						
Scheduled Daily Shift = Start and End Times of Shift (i.e., 6:00 am - 2:00 pm)						
Days/Week = Days the shift performs duties (i.e., M-F or T-Sat)						
Hours/Day = # of hours shift is scheduled daily (i.e., 8 hours)						
Hours/Year = # of hours the position will work each Contract Year (i.e., 1980 hours)						
Wage Rate = The starting/minimum wage of the position (i.e., \$12.00/hour). If salaried employee, may use annual salary.						

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
FOR
CUSTODIAL SERVICES

APPENDIX H

WAYLAND UNION SCHOOLS
REQUEST FOR PROPOSALS
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CUSTODIAL SERVICES

APPENDIX I

