

**School District of
the City of River Rouge**

**Request for Proposals
for
Custodial Services**



January 29, 2010

INVITATION TO SUBMIT PROPOSAL

The School District of the City of River Rouge (aka River Rouge School District and hereafter sometimes referred to as “RRSD”) will accept sealed Proposals for Custodial Services as described within the following specifications.

Proposers are to submit **four (4)** hard copies (one original and three (3) copies) plus one electronic version on CD to:

River Rouge School District
Attn: Janice Meek, CFO, Director of Business & Finance
1460 W. Coolidge Highway
River Rouge, Michigan 48218

The envelope containing the Proposal must include the wording “**CUSTODIAL SERVICES PROPOSAL.**”

Proposals must be personally delivered or sent by mail or express carrier. Proposals that are sent by facsimile or electronic mail will not be accepted or considered.

All Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) and/or any employee of the Proposer and any member of the Board of Education or Superintendent of the River Rouge School District. Proposals that do not include this sworn and notarized familial relationship disclosure statement will not be considered or accepted by the Board of Education.

All Proposals must be received on or before **Wednesday, March 3, 2010 at 2:00 p.m.** Proposals received after that time and date will not be accepted or considered.

There will be a public opening of the Proposals at River Rouge High School, 1460 W. Coolidge Highway, LGI Room, River Rouge, Michigan 48218 on **Wednesday, March 3, 2010 at 2:00 p.m.** All interested persons are invited to attend.

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1 GENERAL CONDITIONS

1.1 Intent

The River Rouge School District is seeking Proposals from qualified contractors to provide cleaning services for all buildings within the School District.

The objective of this Request for Proposal (“RFP”) is to offer experienced professional custodial cleaning companies the opportunity to present a detailed Proposal reflecting their experience and qualifications to the River Rouge School District. The Proposal to be provided should detail the Contractor’s experience in assisting school districts of similar size and scope as the River Rouge School District with their Custodial Services and include the proposed pricing for the same, broken down as follows:

1.1.1 Target Price – BASE BID

The Contractor should quote the overall target price for meeting the River Rouge School District’s Custodial Services needs by delineating the target cost. This number is to include all known and anticipated services identified in the RFP and through on-site visits and will be quoted in a lump sum.

1.1.2 Non-Target Unit Cost

The River Rouge School District is also requesting quotations from each Contractor with respect to the unit price (typically cost per hours) for work authorized by the River Rouge School District that is not anticipated or contemplated by the RFP at this time.

The River Rouge School District would also welcome ideas for consideration from Proposers as to how the School District can realize additional efficiencies in the delivery of Custodial Services. To that end, Proposers are encouraged to include additional voluntary alternates as well as suggestions for consideration.

The River Rouge School District will select the Proposal that it determines best meets the needs of the School District. The Contract will be awarded, if at all, to the responsible Contractor who provides the best value, while meeting the specifications that have been identified by the Board of Education. While the cost aspect of the Contractor Proposal is a significant factor, the Board is equally concerned with the proven ability of the Contractor to satisfactorily perform the Contract so that the services will be provided in accordance with this RFP and the proposed Contract. Proposals

should be submitted on the premise that the River Rouge School District intends to contract for all of the specified services for all School District buildings as a single unit.

Acceptance of a Proposal by the River Rouge School District does **not** constitute a Contract. The final Contract document will be developed through negotiations between the School District and the Contractor. The Board of Education must formally approve execution of a Contract before the document has any legal effect.

1.2 Submission Deadline and Requirements

The River Rouge School District will accept sealed Proposals for Custodial Services as described within the following specifications.

Proposers are to submit **four (4)** hard copies (one original and three (3) copies) plus one electronic version on CD to:

River Rouge School District
Attn: Janice Meek, CFO, Director of Business & Finance
1460 W. Coolidge Highway
River Rouge, Michigan 48218

The envelope containing the Proposal must include the wording “**CUSTODIAL SERVICES PROPOSAL.**”

Proposals must be personally delivered or sent by mail or express carrier. Proposals that are sent by facsimile or electronic mail will not be accepted or considered.

All Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) and/or any employee of the Proposer and any member of the Board of Education or Superintendent of the River Rouge School District. Proposals that do not include this sworn and notarized familial relationship disclosure statement will not be considered or accepted by the Board of Education.

All Proposals must be received on or before **Wednesday, March 3, 2010 at 2:00 p.m.** Proposals received after that time and date will not be accepted or considered.

There will be a public opening of the Proposals at River Rouge High School, 1460 W. Coolidge Highway, LGI Room, River Rouge, Michigan 48218 on **Wednesday, March 3, 2010 at 2:00 p.m.** All interested persons are invited to attend.

1.3 Opening of Proposals

At the time and date stated above, all submitted Proposals will be opened and dated. Any interested parties may attend. No immediate decision will be rendered. All information received will remain and be kept confidential until after final action by the River Rouge School District Board of Education, except as disclosure may be required by law.

1.4 Process

The River Rouge School District may select one or more qualified custodial Contractors to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide Custodial Services within the scope of this RFP. Past successful experience will be a significant factor and the references supplied by each Contractor will be contacted, as deemed necessary by the School District. A major portion of the negotiations will involve the financial terms of the Contract.

The intent and purpose of the Request for Proposal is to allow the River Rouge School District to optimize resources and save costs by contracting with an expert contractor to provide Custodial Services, including the provision of all personnel, taxes, licenses, training, cleaning supplies and added equipment required for the Custodial Services function at the various facilities throughout the School District. Consumable products, such as toilet paper, paper towels, soap, feminine hygiene products, air fresheners, toilet seat covers and trash can liners will be the responsibility of the School District.

1.5 Proprietary Information

The information provided in the RFP is intended solely for internal use by the Proposers in their Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

1.6 Intent to Propose

Any party who intends to respond to this RFP shall submit an Intent to Propose (**Appendix A**), which must include the name of a contact person, together with an address, facsimile number and email address. The form is to be submitted to Janice Meek, CFO, Director of Business & Finance, River Rouge School District, 1460 West Coolidge Highway, River Rouge, Michigan 48218 (MeekJ@RRouge.k12.mi.us) no later than **Friday, February 12, 2010**. Proposers may submit the “Intent to Propose” and other communications (**except the Proposal**) to the River Rouge School District by email (MeekJ@RRouge.k12.mi.us). River Rouge School District intends to send future

communications (*e.g.*, RFP clarifications and addenda) to Proposers by email, except for any Proposer not listing an email address or declining such means of communication in its Intent to Propose. Again, except for the Proposal itself, references in the RFP to ‘written’ form of communications include email.

1.7 Mandatory Pre-Proposal Meeting

Due to the scope of the work involved in this RFP, a Pre-Proposal meeting will be held on **Wednesday, February 3, 2010 at 10:00 a.m. at River Rouge High School – LGI Room**, 1460 W. Coolidge Highway, River Rouge, Michigan 48218. Site visits are planned for all School District buildings immediately following the meeting.

The Pre-Proposal meeting is mandatory. Proposals will not be accepted from Contractors who do not attend the Pre-Proposal meeting. All Proposers are also advised to familiarize themselves with the School District facilities so that they are conversant with all of the facilities. Proposers may only visit River Rouge School District facilities with permission from the River Rouge School District. To schedule an appointment please contact Ms. Marge Breeding, River Rouge School District at (313) 297-9600 extension 1630, or by email at BreedingM@RRouge.k12.mi.us.

1.8 Additional Requests for Clarification

Prospective Proposers may request that the River Rouge School District clarify information contained in the RFP. This RFP process is designed to ensure that all Proposers have equal access to information and all such requests must be made in writing, preferably email (MeekJ@RRouge.k12.mi.us), to Ms. Janice Meek, CFO, Director of Business & Finance and submitted no later than, **Friday, February 19, 2010**. River Rouge School District will prepare a written response to all written requests for clarification and provide the same to all intended Proposers. A comprehensive Question and Answer document is expected to be provided no later than **Wednesday, February 24, 2010**.

1.9 Restrictions on Communication

From the issue date of the RFP until the Contract is awarded, Proposers shall not communicate about the subject of the RFP or a Proposer’s Proposal with the River Rouge School District, its Board of Education members, administrators or other employees except for Requests for Clarification submitted in accordance with Section 1.8.

1.10 Addenda to RFP

If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed in the form of an addendum to all parties who have submitted an Intent to Propose. All addenda shall become a part of the RFP. Each Proposer should, in its Proposal, acknowledge all addenda that it has received, to avoid any miscommunication. Acknowledgment by the Proposer should consist of sending or replying to an email verifying receipt of the addenda as part of the Proposal. The failure of a Proposer to receive or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.11 RFP/Proposal Information Controlling

River Rouge School District intends that all Proposers have equal access to information relative to the RFP and that the RFP contains adequate information. Each Proposer shall prepare its Proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFP and any information previously provided must request Clarification (refer to Section 1.8). No information communicated to or from a Proposer, either verbally or in writing, shall be effective unless contained within the RFP, an addendum to the RFP, a written response to a Request for Clarification, or in the Proposal.

1.12 Bid Guarantee

Each Proposal shall be accompanied by either a certified or cashier's check on an open solvent bank, or a surety or bid bond in a form satisfactory to the River Rouge School District, in an amount equal to five (5%) percent of the first twelve months' total amount of the Contract. This will serve as a guarantee of Proposer's good faith, to be forfeited as liquidated damages if the Proposer withdraws its Proposal or fails to execute a form of Contract acceptable to the River Rouge School District, substantially evidencing and incorporating the RFP and its Proposal.

Upon the award of a Contract to a Proposer, good faith deposits will be returned to all other Proposers no later than one (1) week following the award.

1.13 Performance Bond

The Proposer awarded the Contract may be required to furnish the Owner with a satisfactory Performance Bond equal to the base bid price for the first year of the Contract (July 1, 2010 through June 30, 2010). If the River Rouge School District accepts this required alternate, the successful Proposer may bill the River Rouge

School District a lump sum for the same, within the first ninety (90) days of the Contract term, with no price mark-up. The cost for the Performance Bond shall be included as an ‘add alternate’ on the Proposal.

The purpose of the Performance Bond requirement is to secure the faithful performance of the Contract and to financially protect the River Rouge School District against the cost to hire a different Contractor to fulfill the Contract requirements, if unfulfilled by the original Proposer.

If required, the Performance Bond must be issued by a quality surety licensed to do business in the State of Michigan. The bonding companies are limited to those listed on the U.S. Department of Treasury Circular 570. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: <http://www.fms.treas.gov/c570/c570.html>. The River Rouge School District must be listed as an obligee on any Performance Bond. If the River Rouge School District requests that the Contractor provide a Performance Bond in one or more subsequent years of the Contract, the price increase will be limited to five (5%) percent per year.

The awarded Contractor must deliver the required Performance Bond to the River Rouge School District at the time of execution of the Contract.

1.14 Proposer Experience

Proposals are limited to Contractors with at least three (3) years of experience providing Custodial Services for public K-12 school districts with similar size as the custodial operations of the River Rouge School District, and with demonstrated ability in transitioning or starting up operations of this scope. At least two references from public school districts in the State of Michigan should be included among the references submitted.

1.15 Reservation of Rights

The River Rouge School District reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, with or without cause. The River Rouge School District reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Proposer submitting the lowest or best financial Proposal. The River Rouge School District reserves the right to request additional information from any or all Proposers. The River Rouge School District also reserves the right to negotiate with the Proposers concerning their Proposals.

1.16 Proposal Costs

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

1.17 Irrevocability of Proposals

All Proposals once submitted shall not be withdrawn and shall be irrevocable for a minimum period of one-hundred twenty (120) calendar days following the date and time for receipt of Proposals set forth above.

1.18 River Rouge School District Profile

This information will be provided at the Pre-Proposal Meeting on **Wednesday, February 3, 2010**.

1.19 Contract

The submission of a response to this Request for Proposal (“RFP”) shall constitute the Proposer’s written acknowledgment that it agrees to be bound by the terms and conditions contained in this RFP, including the form of Contract (*Attachment A*). This RFP shall be legally binding and will require that this RFP and the resulting Contractor Proposal be included as addenda to any subsequent contract that may be entered into between the Contractor and the River Rouge School District. The Contractor understands that this means that the Contractor accepts all of the specifications included within this RFP and shall satisfy the requirements and reports listed herein. Any exceptions must be explicitly noted in the Contractor’s Proposal in the Comply/Exception Form.

1.20 Form of Contract and Duration

1.20.1 Contract Form

The Contract, attached hereto as *Attachment A*, shall be the form of contract. The Contract contains many details relative to the terms and conditions under which the Custodial Services shall be provided by the successful Proposer. The document should be reviewed carefully by each Proposer 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 Proposer relative to this RFP and the Contract shall be enumerated by the Proposer and be submitted as part of its Proposal in the Comply/Exception Form. (*Appendix A5*). Following selection of the successful Proposer by the River Rouge School District, the Contract will be finalized through negotiation of the parties.

1.20.2 Term

The term of this Contract shall be for a period commencing July 1, 2010 and continuing through June 30, 2012, unless earlier terminated by the action of either or both parties in accordance with the terms of the Contract.

1.21 Contract Assignment Or Sub-Contract

A Contract entered into between the Contractor and the School District shall not be assigned, transferred, or sublet by the Contractor, in whole or in part, without the prior written approval of the River Rouge School District.

1.21.1 Target and Non-Target Services

The River Rouge School District is requesting that Proposers express the costs of the work in two (2) ways; Target and Non-Target.

Target

Each Proposer shall quote the overall price for meeting the River Rouge School District's custodial needs by delineating the target costs. This pricing shall contain all known and anticipated services set forth in the RFP, the Contract, other information provided by the River Rouge School District and that which is obtained through the on-site visits. The Target Price shall be quoted in a lump sum, not to exceed form.

NOTE: It is the goal of the River Rouge School District that ninety-nine (99%) percent of the costs of this Contract be anticipated and quoted as a Target Price.

Non-Target

Non-target pricing will be for 'above and beyond' services not delineated in this RFP or the Contract, for work directly authorized by the River Rouge School District that is not anticipated or contemplated at this time. By way of example, this would include special work required to clean the facilities during emergency situations. For non-target pricing, Proposers must quote unit costs such as staff cost per hour, *etc.*

1.22 Employees

It will be incumbent upon the Proposer to provide all labor and ancillary staff as may be required to ensure the safe and timely cleaning of all facilities, as contemplated by the RFP.

1.23 Legal Interpretation Provision

1.23.1 Definitions

‘Contract’ ‘Contract’ means the Contract attached as *Attachment A*, to which will be appended both this RFP and the Contractor’s Proposal.

‘Facilities’ ‘Facilities’ means any facility and land or real estate owned or controlled by the River Rouge School District that is intended to be covered by this RFP.

‘Proposal’ ‘Proposal’ means the Contractor’s response to this RFP, submitted in accordance with the RFP.

‘Proposer’ ‘Proposer’ means any Custodial Services Contractor submitting an Intent to Propose and subsequently submitting a Proposal to the River Rouge School District for Custodial Services by the specified due date in accordance with the RFP.

‘Contractor’ ‘Contractor’ means the Custodial Services Proposer awarded a Contract to provide Custodial Services for the River Rouge School District in accordance with the RFP and the successful Contractor’s Proposal.

1.23.2 Severability

If any provision or provisions of this RFP and resulting Contract shall be held to be invalid, illegal, or unenforceable or in conflict with the law of any pertinent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

1.24 Compliance with Federal, State and Local Law and River Rouge School District Board of Education Policies

The Contractor will comply with all federal, state and local laws, rules, ordinances and regulations and apply for and obtain any required, licenses and permits. The Contractor, including its employees and agents, shall be responsible for knowing the River Rouge School District Board policies and administrative regulations concerning appropriate behavior of persons in schools and its facilities, including, for example, the prohibitions against sexual harassment and smoking, and shall comply with all such policies and regulations. The Contractor will also comply with all applicable federal and state laws, and all MIOSHA and EPA standards for cleaning public facilities.

The River Rouge School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor in complying with any applicable federal, state or local laws, rules and regulations.

1.25 Taxes

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

1.26 MIOSHA & OSHA Compliance

Goods and services to be furnished by the Contractor and the Contractor’s working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

1.27 Insurance Requirements

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

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

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

- (i) Existence of vehicles on Location.
- (ii) Contractual obligations.

The policy shall provide that the insurance carrier must notify the River Rouge School District and the Contractor thirty (30) days prior to the expiration, termination or material change of such insurance coverage.

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

The successful Contractor shall not commence operations under the Contract until the Contractor has obtained all insurance stated, above, all insurance has been reviewed by the River Rouge School District, and Certificates of such insurance have been made available to the River Rouge School District.

1.28 Contractor Management

In addition to such personnel as may be required to administer the Contract, the successful Proposer shall employ and assign a Manager to act as the Proposer's designee in all matters relating to the Contract. The River Rouge School District shall be given the opportunity to be part of the selection process for the Proposer's assigned Manager. The assigned Manager will be assigned exclusively to the River Rouge School District, as long as the person remains in the employ of the Contractor, unless a change is requested by or agreed to by the River Rouge School District.

1.29 Nondiscrimination in Employment

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375, and all subsequent amendments thereto and superseding orders.

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

1.30 Selection Timeline

The River Rouge School District's anticipated timeline for the selection process is:

Electronic Mailing of the RFP Document	Friday, January 29, 2010
Mandatory Pre-Proposal Meeting	Wednesday, February 3, 2010 at 10:00 a.m. at River Rouge High School – LGI Room. Site visits immediately following; all buildings.
Deadline for Filing “Intent to Propose”	Friday, February 12, 2010
Deadline for Written Requests for Clarifications	Friday, February 19, 2010, close of business.
Question and Answer Document	Wednesday, February 24, 2010
Deadline for Proposals	Wednesday, March 3, 2010 at 2:00 p.m.
Bid Opening	River Rouge High School – LGI Room at 2:00 p.m.
Notification Concerning Interviews	Friday, March 5, 2010 [Tentative]
Interviews	Wednesday, March 10, 2010 [Tentative]
Recommendation to River Rouge School District Board of Education	Wednesday, March 17, 2010 [Tentative]
Award of Contract by River Rouge School District Board of Education	Wednesday, March 17, 2010 [Tentative]
Contract Finalized [Tentative]	April 1, 2010
Custodial Services Contract Begins	July 1, 2010

Please note that the River Rouge School District reserves the right to modify any part of the above identified schedule.

2 PROPOSAL REQUIREMENTS

This portion of the RFP outlines the information that must be provided by each Proposer and the required format for the Proposal. Any Proposal that does not include the required information or does not otherwise conform to the format specified may be disqualified.

Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS section of this RFP (Section 1.2) for additional Proposal requirements.

Proposals must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth and must include information that will enable the River Rouge School District to determine the Proposer's overall qualifications. Each Proposal shall also include a transition plan to accomplish a change to a contracted service arrangement. Each Proposal may also include any other information that the Proposer feels is significant to enable the River Rouge School District to make an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in the RFP or the Contract, or any other special considerations or conditions requested or required by the Proposer shall be enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation of the reason(s) such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in the Comply/Exception Form (*Appendix A5*) of the Proposal. All pricing factors must be clearly indicated in the Proposer's pricing schedule provided as part of the Proposal.

Each Proposer shall submit its Proposal for the full Contract term, commencing July 1, 2010 and continuing through June 30, 2012.

2.1 Proposal Format

Included with this RFP are Required Response Forms contained in *Appendix A*. Additionally, there are several Schedules that Proposers must include with their Proposal. All Forms and Schedules must be completed and submitted in order for a Proposal to be considered.

2.1.1 Introductory Letter

Proposers must provide an introductory letter on company letterhead which provides a summary of their Proposal. This letter must contain a statement indicating that the Proposer agrees to be bound by the terms and conditions in this RFP, as well as Proposer's Proposal and the Contract. (*Attachment A*).

2.1.2 Appendices

2.1.2.1 Appendix A1: Bid Summary

Proposers must complete the Bid Summary, providing an explanation of Proposer's pricing.

2.1.2.2 Appendix A2: Bid Signature

Proposers must complete the official Bid Signature Form.

2.1.2.3 Appendix A3: Contractor’s Signed Acceptance

Proposers must complete the Contractor’s Signed Acceptance Form, which includes acknowledgement of the receipt of any addenda.

2.1.2.4 Appendix A4: Contractor’s Background Questionnaire

Proposers must complete the Contractor Background Questionnaire providing background information about their company and the qualifications of Contractor’s personnel who would be involved with the River Rouge School District.

2.1.2.5 Appendix A5: Comply/Exception

Proposers must complete the Comply/Exception Form in a point-by-point response format indicating either an intent to “Comply” or note an “Exception” to each RFP requirement. Proposers shall include an explanation to accompany any exceptions.

2.1.2.6 Appendix A6: Subcontractors

Proposers must indicate whether subcontracts are intended to be used and, if so, provide references.

2.1.2.7 Appendix A7: References

Proposers shall complete the References form providing a minimum of three (3) K-12 public school district references, including a contact name, address, phone number, and email address for each. At least two (2) of such references must be from Michigan public school districts. Proposers must provide detailed evidence that they are currently providing custodial services for other K-12 public school districts.

2.1.2.8 Appendix A8: Non-Familial Relationship Affidavit

Proposers must provide a sworn and notarized Non-Familial Relationship Affidavit.

2.1.2.9 Appendix A9: Non-Collusion Affidavit

Proposers must provide a sworn and notarized Non-Collusion Affidavit.

2.1.2.10 Appendix A10: Compliance with School Safety Legislation Affidavit

Proposers must complete a sworn and notarized Compliance with School Safety Legislation Affidavit.

2.1.3 Schedules

2.1.3.1 Schedule 1: Organizational Chart, Chain of Command

Proposers must provide an organizational chart, reflecting the chain of command and reporting relationships within their company.

2.1.3.2 Schedule 2: Transition Plan

Proposers must provide a Transition Plan of action (Outline form is acceptable) to transfer custodial operations from the River Rouge School District to the Contractor.

2.1.3.3 Schedule 3: Staff Continuity Plan

Proposers must provide a Staff Continuity Plan showing expected turnover rates for staff and how the Contractor will address the need to prevent excessive turnover of staff. The Contractor will also show how it will address absences in the event an employee is not available for work.

2.1.3.4 Schedule 4: Workers Compensation Experience Modification Factor

Proposers must provide a Workers Compensation Experience Modification Factor on a document from the Contractor's Workers Compensation insurance carrier.

2.1.3.5 Schedule 5: Written Statement of Current Contracts

Proposers must provide a Written Statement of Current Contracts in excess of 500,000 square feet where they are currently providing daily services similar to those specified in this RFP and Contract. Proposers are to attach evidence of same.

2.1.3.6 Schedule 6: Ability to Secure Necessary Supplies

Proposers must provide a statement demonstrating their ability to secure necessary and adequate cleaning materials to perform the scope of work.

2.1.3.7 Schedule 7: Custodial Management Experience and Expertise

Proposers must provide a statement and supporting evidence of all aspects of their custodial management and technical capabilities. These should include human resources services, computer systems and capabilities, and training programs for management and non-management personnel. The Proposer's initial and on-going training program shall include an itemized list of topics and the number of hours per year each of the Contractor's employees is required to complete.

2.1.3.8 Schedule 8: Insurance Certificate

Proposers shall provide an Insurance Certificate providing evidence of ability to obtain adequate insurance coverage to protect the interests of both the Proposer itself and the River Rouge School District. Proposers must provide evidence of insurance in the amount of Five Million (\$5,000,000) Dollars. Such insurance coverage shall include and provide protection to the River Rouge School District for environmental hazards.

2.1.3.9 Schedule 9: Audited Financial Statements/Audited Financial Report

Proposers shall provide their most recent audited Financial Statements which shall include a recent audited Financial Report.

2.1.3.10 Schedule 10: Supplemental Documentation

Proposers shall provide Supplemental Documentation to describe any other resources to be provided by their company, not listed above, which are in furtherance of the provision of safe and efficient Custodial Services.

2.1.3.11 Schedule 11: Litigation/Regulatory Proceedings List

The Proposer will provide a Litigation/Regulatory Proceedings List, including all litigation or regulatory proceedings the company has been involved in within the last five (5) years as it pertains to (i) school districts for which the Proposer has been a party to similar contracts, (ii) supplies, equipment or services of the type which are the subject of the proposed Contract, or (iii) non-compliance of the Proposer's supplies, equipment and services, or the Proposer's working conditions and employment practices, with the Occupational Safety and Health Act and other state and federal requirements.

2.1.3.12 Schedule 12: Bid Bond

Proposers must provide a Bid Bond in the amount equal to five (5%) percent of the first twelve months' total amount of the Contract.

2.2 Proof of Qualifications

The River Rouge School District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitations, as deemed necessary by the River Rouge School District.

2.3 Oral Interview

The River Rouge School District will require qualified companies to participate in an interview process to discuss their Proposal and to answer any questions the River Rouge School District may have regarding the Proposal. The River Rouge

School District will notify the qualified Contractor contact person, as listed in the Proposal, to arrange the interview. As per the RFP timeline, interviews are tentatively scheduled for **Wednesday, March 10, 2010**.

2.4 Evaluation of Proposals

Each Proposer submitting a Proposal should understand that the nature of the River Rouge School District's custodial operation is complex and each and every facet of the operation may not be detailed in this RFP. The Proposer must document its expertise, experience, and approach based on its understanding of the River Rouge School District requirements. The mandatory Pre-Proposal meeting and the site visits will afford the Proposer the opportunity to ask questions. The Proposal must be complete, clear and concise. The following factors, not listed by rank of importance, are the principal criteria by which Proposals will be evaluated:

1. Ability to meet all applicable federal and state wage and safety requirements.
2. Experience and past performance – Documentation of building cleaning experience, including at least three (3) years of experience in cleaning a minimum of 500,000 square feet of facilities per day.
3. Experience providing cleaning service in public and/or private school environments.
4. Experience helping public employers transition from in-house staff to privatized staff.
5. Project manager/account supervisor's qualifications and experience.
6. Project personnel – Adequacy of staff in size, availability, and experience to perform the proposed work.
7. Proposer's attendance at pre-bid meeting.
8. Corporate support.
9. Cost control – Previous record of meeting budgets and the proposed plan for controlling costs in connection with the River Rouge School District work.
10. Full and proper completion of the bid forms.
11. Quality and completeness of the following information:
 - Hazard Communication Program
 - Asbestos Awareness Program
 - Blood-borne Pathogen Training Program
 - Employee Training Program

- Personal Protection Equipment
 - Right-to-Know (and Material Safety Data Sheets)
 - Written Safety Program
12. Quality of the oral presentation to the River Rouge School District committee.
 13. Quantity and nature of exceptions to the bid specifications.
 14. Training program – The education and training programs to be provided to staff.
 15. Work history/performance as reported by references (names, addresses, and telephone numbers of principal parties).
 16. Supplemental relevant information submitted by the bidder.
 17. First hand walk through evaluation of a current facility under contract with the Proposer (the final Proposers must provide River Rouge School District with a list of sites that, at our choosing, we can visit and walk through for performance evaluation).
 18. Any other information the School District’s Proposal review team determines to be pertinent.

The River Rouge School District will evaluate the Proposals, based principally on the above criteria. The River Rouge School District’s Board of Education will select the Contractor that it deems most qualified to serve the interests of the River Rouge School District to proceed to the negotiation process.

3 CUSTODIAL SERVICES REQUIREMENTS

3.1 Scope of Services – BASE BID

The Contractor shall provide Custodial Services for the River Rouge School District for a term commencing July 1, 2010 and continuing through June 30, 2012.

3.1.1 Services Included

Custodial Services provided shall include general cleaning services, snow and ice management and other tasks included within ***Attachment B***.

3.1.2 Other Items Included

Except as otherwise provided herein, Custodial Services shall include providing all labor, materials, taxes, permits, equipment repairs,

licenses, management and clerical support necessary to clean the School District's buildings as specified in this RFP and in the Contract.

3.1.3 Maintenance Items

The Contractor will provide minor maintenance typically performed with small hand tools in addition to routine cleaning services. Examples of routine minor maintenance is small scale painting, normal light bulb replacement, repair of toilet blockages, locker repairs, combination changes, changing of ceiling tiles, replacing pencil sharpeners, *etc.* In these cases the River Rouge School District will provide the required supplies and materials.

3.1.4 Cost Projections

The Contractor shall base cost projections on performing a full cleaning services for the School District's buildings. These services shall be as per all specifications of the RFP. The Contractor shall read and review the Appendices to this RFP in order to assist in formulating its Proposal. Additionally, the successful Contractor shall use its expertise to further optimize the current custodial operations in an effort to improve services and reduce costs.

3.2 Contractor's Obligations

The Contractor shall perform all the services described in the RFP and in the Contract and make any arrangements that may not be fully described but that are necessary to perform these services. The Contractor will provide all services throughout the term of the Contract. In addition, the Contractor will require all employees to follow all applicable Board policies and administrative regulations concerning appropriate behavior of persons in schools and other School District facilities.

3.2.1 Staffing Levels

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

The Base Contract will be staffed according to what the Contractor, using its best professional judgment, believes is necessary to complete the required cleaning, to take care of all the weekday events and set-ups and to keep each facility open for the hours noted. [NOTE: For

the existing staff and staff hours during the 2009-10 school year, refer to *Attachment C.*] Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.

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

3.2.2 Supplies and Equipment

The Base Contract must also include the furnishing of all cleaning chemicals, paper products, small tools and consumable cleaning equipment.

3.2.3 Uniforms and Identification

The Contractor will provide, and all of the Contractor's employees are required to wear, uniforms approved by the River Rouge School District on all work days. Logo on all uniform shirts is required. Uniforms must be worn by all regular and substitute employees while performing under the Contract who are working in the River Rouge School District buildings and/or on its grounds.

In addition to uniforms, all Contractor personnel are also required to wear a District- issued ID/door access badge, approved by the River Rouge School District. The ID/door access badge is to be clearly visible while performing work at the River Rouge School District facilities. Contractor shall be responsible for any lost or misplaced ID/door access badges for its employees.

3.2.4 Activities Outside of the Regular School Day

As part of the Base Contract, the Contractor will be responsible for furniture and equipment set-up and tear-down (when appropriate) for extra-curricular activity needs, sporting events, or rental contracts that occur at any River Rouge School District facility during the normal work week (Monday through Friday). These special events are numerous and often occur after regular school hours. These events may require the Contractor to modify the cleaning schedule to accomplish the necessary setup and tear-down.

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

3.2.5 Weekend Activities

Scheduled use of the facilities on the weekends will occasionally occur. The Contractor will be responsible for opening and preparing the facility for scheduled use on a Saturday or Sunday, which may include the concession buildings and athletic fields at the High School. The Contractor will sometimes be required to provide extra or special coverage on Saturdays or Sundays with very short notice. These events may be related to River Rouge School District rental contracts or administrative and staff needs. Services for such work will be billed as an extra. However, any extra hours for weekend work must be authorized in advance by the River Rouge School District and invoiced separately.

3.2.6 Cleaning Schedules

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

1. In the elementary schools, any space used for an after-school activity will be cleaned after the end of that activity, provided the activity ends by 10:00 p.m. This is in addition to making sure the rest of the school is clean and available for the next day.
2. In the middle school and the high school, any space used for an after-school activity will be cleaned after the end of that activity. This is in addition to making sure the rest of the school is clean and available for the next day.
3. Spaces that are to be used for after-school activities are to be cleaned and set-up at the scheduled times, and efforts made to ensure that the routine cleaning of the remainder of the facility does not interfere with the scheduled activity.
4. Provision is made for the monitoring of school buildings on weekends and vacation periods to check for power outages, electrical problems, water and sewer problems, *etc.*

The River Rouge School District reserves the right to change any and all of the work schedules and, upon reasonable notice under the

particular circumstances, the Contractor shall adjust its staffing to accommodate such changes.

3.2.7 Building Security

The Contractor is responsible for the security of all facilities during the cleaning operation. If any of the Contractor's employees are scheduled to open or close the facility, that employee should have knowledge of the location of breakers, alarm panels for resetting fire alarms, lighting controls and equipment. It is incumbent on the Contractor to secure all facilities at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be kept locked at all times except for scheduled activities. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when the Contractor's employees are not present. Exterior doors are to be unlocked and locked at the times specified by the River Rouge School District designee.

3.2.8 Communication

The Contractor's employees will be required to maintain regular, open communication with the building principals. Communication is also critical when maintaining multiple school campuses. If the need arises for the River Rouge School District to contact one of the Contractor's employees, there must be a system in place to accomplish this task. Therefore, the River Rouge School District will provide, at its own expense, a cell phone system, a radio system, or other acceptable communication system to each facility. This device is to be transferred each day from the person working days to the responsible employee on the later shift. The phone is not to be used for personal business except in an emergency. It is expected that the responsible person in each building on the later shift will carry the device and will be available to the Contractor's Manager.

The Contractor agrees to respond to any emergency requests, including but not limited to, water pick-ups and/or mop-ups made necessary by rain, plumbing failures, leaks, or accidents 24 hours per day, 7 days per week, 365 days per year. The Contractor is required to have someone available, at all times, to receive emergency calls. Hourly pricing for this after-hours, emergency service will be requested as part of the Proposal format. (*Appendix AI*).

Any invoice for this type of service must include the school building, date, area(s) affected, scope of work performed, hours expended by Contractor's personnel, and the name of the School District employee who authorized the work.

3.2.9 Energy Conservation

Every effort will be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use will have lights on and doors and windows will remain closed whenever the heating and cooling systems are operating. There shall be no overriding of the heating and cooling units except for needs of after school activities. During the summer months the facilities will not be air conditioned except to assist in carpet drying following extraction. The Contractor, in coordination with the River Rouge School District, will review utility use on a monthly basis to make sure the River Rouge School District policies are being followed.

3.2.10 Licenses and Permits

The Contractor, as a part of the Base Contract, will obtain and maintain at its own expense any necessary licenses and permits to provide the services specified in this Contract.

3.2.11 Snow and Ice Management

The Contractor will be responsible for clearing snow and ice and distributing ice melter around doorway entrances and on all sidewalks at all River Rouge School District facilities. This will be on an as needed basis to assure maximum safety for facility users. The River Rouge School District may have new concrete surfaces that must be treated with appropriate ice-melters other than salt. The purchase of ice melter and gasoline for the snow and ice management equipment is considered a supply and is the responsibility of the Contractor.

3.2.12 Building Closures

Contractor employees are required to work on all 'act of God' days. In addition to snow and ice management, the Contractor will be responsible for performing other select tasks. On 'act of God' days, the River Rouge School District, in consultation with the Contractor, may permit the afternoon shift employees to begin work earlier in the day instead of their regular afternoon start time.

Contractor employees are also required to work on all other days that school is closed due to inclement weather or due to boiler failure, electrical outages, *etc.* On these days, Contractor employees should expect to work their regular schedule unless otherwise directed by the River Rouge School District designee.

3.3 Absenteeism

Contractor employee absenteeism can significantly and adversely affect the quality of services received by the River Rouge School District. The successful Contractor must maintain a pool of trained and qualified substitutes with the required background checks who are available at short notice to ensure that the River Rouge School District is adequately staffed in the event of illness or injury.

It is expected the Contractor will always operate with a full complement of staff. On days that are not fully staffed, a deduction will be made against the Contractor's regular invoice for the hourly rate of the employee.

The Contractor must also keep records of absenteeism. This data must be provided to the River Rouge School District upon request.

If the Contractor's Supervisor/Project Manager is unavailable for work under the Contract for more than three (3) consecutive work days, the Contractor will immediately inform the River Rouge School District of the absence, the reason for the absence, and how the Contractor will ensure completion of the Supervisor's/Project Manager's work.

The River Rouge School District reserves the right to audit payroll records and/or timecards of the Contractor and its employees. The Contractor must have a monitoring system in place to ensure the employees are on-site at the facilities and that the duration of the time indicated matches that noted in the invoice.

3.4 Operational Efficiency

The River Rouge School District expects the Contractor to continuously use its expertise in order to streamline operations and costs while maintaining service levels, and complying with Board policies and safety guidelines. Periodically, the River Rouge School District may request that the Contractor identify and implement operational efficiencies that will lead to cost reductions in Custodial Services.

3.5 Equipment

The Contractor will be required to furnish all equipment necessary to fulfill the requirements of the RFP, including floor machines and vacuum systems. All

equipment is to be purchased new for this contract as of July 1, 2010, unless otherwise agreed to, in writing, by the River Rouge School District.

3.6 Supplies

The successful Contractor will be allowed to use the River Rouge School District’s limited existing inventory of consumable supplies, which will be at no cost to Contractor. Once consumable supplies have been exhausted, it shall be the Contractor’s responsibility to purchase all supplies required to maintain cleanliness standards. The cost for supplies must be included in the base bid. The Contractor must keep track of all supplies consumed at each building and have an order process system that will provide the River Rouge School District a monthly report on each building’s consumption. Consumable products, such as toilet paper, paper towels, soap, feminine hygiene products, air fresheners, toilet seat covers and trash can liners will be the responsibility of the School District.

3.7 Schedule

The Base Bid pricing for Custodial Services shall include the number of days of normal service, not including holidays, the Contractor proposes to provide during the 2010-11 school year and the 2011-12 school year. On all days of service, the Contractor will be required to staff the buildings so as to allow for proper cleaning, and to have the staff accommodate after-school activities, do set-ups and tear-downs, snow and ice management around the buildings and sidewalks and spreading ice-melter on sidewalks, furniture moves, minor maintenance, in addition to dealing with River Rouge School District staff requests. At a minimum, the Contractor will staff during the hours listed at each building in *Attachment C*. The buildings will be closed on the following holidays, and the Contractor will not be paid for these days:

New Year’s Day	Thanksgiving Day	Labor Day
Martin Luther King, Jr.	Friday following Thanksgiving	
Good Friday	Christmas Eve	
Memorial Day	Christmas Day	
Independence Day	New Year’s Eve	

3.8 River Rouge School District – Contractor Communications

3.8.1 River Rouge School District – Contractor Liaison

The Contractor shall designate a liaison person to be available to communicate with the River Rouge School District on any matters that may arise during the term of the Contract.

3.8.2 Provision of Notice

All notices or communications required or permitted as a part of this Contract shall be in writing, unless otherwise expressly provided in this Contract and shall be considered delivered:

- (a) Upon receipt, when personally delivered; or
- (b) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed by either party:

<p>To the School District:</p> <p>River Rouge School District Attn: Janice Meek, CFO, Director of Business & Finance 1460 W. Coolidge Highway River Rouge, Michigan 48218</p>	<p>To the Contractor:</p> <p>[To Be Inserted].</p>
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3.9 Management

The Contractor will provide management and clerical staff to coordinate all Contractor functions described in the RFP and Contract. In addition to such other personnel as may be required to administer the Contract, the Contractor shall employ and assign a responsible project manager to act as the Contractor’s designee in all matters relating to the Contract and the work performed under the scope of the Contract. At a minimum, the Contractor’s operations office shall be adequately staffed from 6:00 a.m. until 3:00 p.m. during all days that school is in session. At River Rouge School District expense, suitable office space, phone, computer and furniture will be provided for clerical staff and one manager. Space will also be made available for the Contractor’s employees to have lunch and secure personal items.

The Contractor agrees to advise the River Rouge School District on a mutually agreed upon monthly schedule regarding organization and operations matters concerning Custodial Services.

3.10 Operations

3.10.1 Operating Requirements

The Contractor shall provide all Custodial Services necessary to meet the River Rouge School District’s needs. Services shall be provided

on school days and on other days designated by the River Rouge School District.

3.10.2 Scheduling

The Contractor will schedule custodians determined by the River Rouge School District's needs, as the same may change from time-to-time.

3.10.3 Changes in Assignment

Custodians shall be permanently assigned to the same facility whenever possible. If a change is made to a permanent assignment during the course of the academic year, the Contractor shall notify the River Rouge School District as soon as possible.

3.10.4 Changes in Established Facility Time Schedules

Changes to schedules shall be implemented by the Contractor as soon as possible, but in no case more than five calendar days after notification of the change is received by the Contractor.

3.10.5 Changes in School Schedules

It is expected that the Contractor will work when the schools are closed due to inclement weather or other facility related closings. If the Superintendent of the River Rouge School District does close the buildings to ensure the health and safety of any person or for any other lawful reason, then the River Rouge School District shall not be obligated to pay for any services hereunder, provided that the River Rouge School District has notified the Contractor by 6:00 a.m. of the particular day that the School District and/or individual buildings are to be closed.

3.11 Requirements for Custodial Workers

3.11.1 River Rouge School District Philosophy

It is the River Rouge School District intent to provide high-quality educational services and to ensure the safety and comfort of the River Rouge School District students and staff. The Contractor recognizes and agrees to uphold the following general standards for personnel:

- For the protection of students, persons who have contact with students and their families must be of stable personality, good

moral character and shall meet or exceed all state mandated standards. Additionally, all employees shall be conversant in the English language and be able to take direction accordingly.

- The Contractor shall not allow any person to provide Custodial Services if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to provide Custodial Services who is not, at any time, in a condition of mental and emotional stability.
- The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school property.

3.11.2 Pre-Employment Screening

The Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment who will be on District property or in a School District facility. The screening program shall be designed to assist the Contractor in determining the candidates' qualifications for work with students in School District facilities. This procedure must be reviewed and approved in advance by the School District to ensure compliance with any and all applicable federal and state laws, rules, ordinances, District policies and regulations, as well as licensing and permits applicable to providing Custodial Services contemplated in this Contract.

3.11.3 School Safety Initiative Legislation

Meeting the requirements of the School Safety Initiative Legislation, MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any District premises to carry out the Custodial Services contemplated by the Contract Documents, fingerprinted and subject to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed and requested by the School District, with the

assistance of the Contractor, or provide written notification to the School District that the Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan public school district, intermediate school district, public school academy or non-public school (each an 'Agency') and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time of fingerprinting and back-ground 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, reporting to the School District within 3 business days of when any of its agents, employees or representatives who will be on the School District's premises to carry out the Custodial Services contemplated by the Contract documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the 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 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.'

3.11.4 Drug Testing

Establishing tests acceptable to, and approved by, the School District that are designed to determine the presence of illegal drugs, controlled substances or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and District policy. The Contractor shall have a zero tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on District property.

3.11.4.1 Grounds for Testing

The Contractor shall conduct or cause to be conducted tests acceptable to the River Rouge School District that are designed to determine the presence of illegal drugs, controlled substances or alcohol. Such tests shall be administered to:

- All permanent, temporary or substitute custodians before the custodian first begins work under this Contract;
- Test results must be obtained before the custodian begins work; and,
- Any person whom the Contractor or the River Rouge School District has reasonable cause to believe has reported to work or is at work or is on the River Rouge School District property under the influence of drugs or alcohol.

3.11.4.2 Removal from Service

The Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:

- If a trainee or employee refuses to submit to a drug test in one of the above described situations;

- If a trainee or employee possesses, consumes, sells or dispenses alcoholic beverages, illegal drugs, or controlled substances on River Rouge School District property or during the course of providing Custodial Services to the River Rouge School District;
- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing Custodial Services to the River Rouge School District;
- If a trainee or employee violates the laws pertaining to drugs, controlled substances or alcoholic beverages at any time, if doing so adversely affects the River Rouge School District, its students or its property;
- If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.

3.11.5 Family Educational Rights and Privacy Act (“FERPA”) Compliance

The Contractor and its employees must be aware of the confidentiality of student records and agree not to communicate or release any personally identifiable student information to any other person.

3.11.6 Other Requirements

All employees must be at least eighteen (18) years of age, be a legal resident of the United States, must be conversant with the English language and meet all other checks as required by law prior to being placed in a position with the Contractor to work in the River Rouge School District.

3.12 Custodial Training Requirements

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

3.12.1 Pre-Service Training and Ongoing Training

The Contractor is to have, in-place, an on-going effective and documented training program that consists of two parts, each of which provides all local, State, and Federal mandated training and contains, at a minimum:

PART 1: ORIENTATION PROGRAM BEFORE PLACEMENT IN RIVER ROUGE SCHOOL DISTRICT:

AHERA	Infection Control
Asbestos Floor Tile Care	Ladder Safety
Basic General Cleaning Procedures	Lock-out/Tag-out Procedures
Blood-borne Pathogens	Personal Grooming
Carpet Care	Right-to-Know including Material Safety Data Sheets (MSDS)
Handbook Review	Safety
Hard Floor Care	Sexual Harassment

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

PART 2: ONGOING TRAINING PROGRAM AFTER PLACEMENT IN RIVER ROUGE SCHOOL DISTRICT:

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

ADA	Ergonomics
Asbestos Floor Tile Care	Fabric/Upholstery Cleaning
Auto Scrubbing	Furniture Cleaning
Basic Restroom Cleaning	Infection Control
Blood-borne Pathogens	Job Preparation and Clean-up
Carpet Extraction	Ladder Safety
Carpet Spot Removal	Lifting Techniques
Carpet Vacuuming	Lock-out/Tag-out Procedures

Ceiling/Wall Washing	Office Cleaning
Chemical Safety	Right-to-Know Safety including Material Safety Data Sheets (“MSDS”)
Cleaning Standards	Sexual Harassment
Confined spaces	Slips/Trips/Falls
Daily Restroom Cleaning	Spray Buffing
Damp/Wet Mopping	Stripping/Refinishing Floors
Dust Mopping	Team Cleaning
Equipment Checks	Window Blind Cleaning
Equipment Usage	Window Washing

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

3.12.2 Safety Program

Safety is of paramount concern to the River Rouge School District. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for custodians. The Contractor shall conduct a minimum of two (2) safety meetings each school year, and custodians shall be required to attend. The agendas of the meetings, and attendance sheets, shall be available for inspection by the River Rouge School District on request.

3.13 Physical Locations and Control of Equipment

All equipment owned by the River Rouge School District shall remain on-site at the particular River Rouge School District facility and shall not be moved by the Contractor to other sites, even if the other sites are included within the Contract. Contractor employees shall not remove any equipment held in ownership by the River Rouge School District for personal use or any commercial gain.

3.14 Responsible Party

The Contractor shall be the responsible party with respect to any applicable annually required or mandated inspections of the equipment, as well as for all maintenance and related issues.

3.15 Supplies

Unless otherwise expressly provided herein, the Contractor is responsible for procuring and maintaining all supplies and expenses of all items necessary to provide the services called for in this Contract. Consumable products, such as toilet paper, paper towels, soap, feminine hygiene products, air fresheners, toilet seat covers and trash can liners will be the responsibility of the School District.

3.16 Contractor's Records And Reporting Requirements

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

3.16.1 Records to be Maintained by the Contractor

3.16.1.1 Operating Records

The Contractor shall maintain, for a minimum of eighteen (18) months, daily records indicating absenteeism per building, supplies used per building, employees hours per facility, accident occurrences and building complaints.

3.16.1.2 Personnel Records

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

3.16.1.3 Procedures

The Contractor will maintain, in each Facility, a Procedures Manual, indexed and containing the following sections, specific for that facility. The Manual will include, at a minimum:

1. Contractor's standard policies and procedures.
2. Daily routines or schedules for custodians assigned to the facility.
3. Emergency and safety procedures.

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

3.16.2 Reports to be Submitted Regularly to the River Rouge School District by the Contractor

3.16.2.1 MIOSHA

Before bringing any new chemicals on-site, the Contractor must provide one copy of the Material Safety Data Sheet (“MSDS”) to the River Rouge School District designee.

The Contractor must maintain a complete and up-to-date inventory of MSDSs for all chemicals used in each facility. This inventory must be stored in two duplicate notebooks labeled ‘MSDS,’ one stored in the principal’s office and one stored in the custodial office area. In addition, a master MSDS notebook with a section for each facility in the River Rouge School District must be provided and kept current at the Custodial Manager’s office. The MSDS notebook must also include Michigan’s Right-to-Know procedures.

3.16.2.2 Accident Reports

All accidents or incidents involving River Rouge School District students, personnel, or equipment shall be verbally reported to the River Rouge School District immediately. A written report shall be submitted to the River Rouge School District by the Contractor within two (2) working days of the accident or incident.

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

- Whether students were involved in the accident;
- Whether any injury occurred;

- The custodian, location, involvement of equipment, and nature and extent of any property damage; and
- The Contractor's assessment of chargeability of the accident.

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

The Contractor shall use the Michigan Department of Education report form as mandated by the State of Michigan.

3.17 Building Alarm Codes

The River Rouge School District will provide the Contractor with alarm codes for each facility. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Contractor to new employees. Notification to the River Rouge School District will be immediate with the reassignment or termination of any individual who has been assigned an alarm code.

3.18 Keys And Identification/Door Access Badges

Keys and identification badges will be supplied by the River Rouge School District. All keys and ID/door access badges will be issued to and must be signed out by the Contractor's Supervisor/Project Manager.

3.18.1 Initial Issuing of Keys and Identification/Door Access Badges

The River Rouge School District will provide the Contractor supervisor with appropriate keys and identification/door access badges for all facilities.

3.18.2 Copying of Keys

At no time will Contractor or any of its employees make copies of any keys issued. If additional copies are needed, the Contractor must obtain keys from Janice Meek, CFO, Director of Business & Finance or her designee.

3.18.3 Key and Identification/Door Access Badge Replacement

There will be a Twenty-Five (\$25.00) Dollar charge for the replacement of any lost or stolen key or identification/door access badge.

3.18.4 Key and Identification/Door Access Badge Inventory

The River Rouge School District reserves the right to inventory the Contractor's keys or identification badges at any time.

3.18.5 Lost Keys and Identification/Door Access Badges

All lost facility keys and identification/door access badges assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys), must be reported to the River Rouge School District designee immediately upon discovery of the loss.

3.18.6 Re-keying of Locks

If the River Rouge School District deems it necessary to re-key any locks due to inadequate key or identification badge control/management by the Contractor, the cost will be deducted from the monthly payment to Contractor.

3.18.7 Security of Keys and Identification/Door Access Badges

The Contractor and its employees are prohibited from lending River Rouge School District facility keys and identification/door access badges to anyone. The Contractor and its employees are also prohibited from leaving keys or identification badges in custodial closets, on custodial carts, or otherwise out of their personal possession. Each instance of non-compliance observed by the River Rouge School District will result in a non-compliance penalty of Fifty (\$50.00).

3.18.8 Termination of Contract

All keys and identification badges assigned to a Contractor's employee will be returned to the River Rouge School District designee when the employee's services in the assigned facility end. All keys and identification badges will be returned to the River Rouge School District designee at the termination of this Contract.

3.18.9 Trading of Keys and Identification Badges

Keys and identification badges will not be traded between employees nor forwarded to new employees; instead, the keys and identification badges must be returned to the River Rouge School District to be re-issued.

3.19 Property Damage and Protection

The Contractor will continuously maintain adequate protection of all facilities covered by the Contract from damage, loss or injury arising in connection with this Contract. The Contractor is to secure each section of the School District's buildings as cleaning progresses throughout the evening.

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

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

The Contractor is responsible for the conduct of its personnel. The Contractor will cooperate fully with the River Rouge School District and with any law enforcement authority in the investigation of any unlawful activity suspected of the Contractor's employees while working on the River Rouge School District facilities.

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

3.20 Quality Control/Inspections

The Contractor's Supervisor/Project Manager, the River Rouge School District designee and other personnel as deemed appropriate by the River Rouge School District designee will perform quarterly inspections of each building to ensure that (1) tasks are completed according to the Cleaning Frequency Requirements, (2) to the quality of work is satisfactory, and (3) the Contractor is in compliance with other terms of the Contract.

An inspection of all facilities will be conducted prior to the start of school each school year by a team of River Rouge School District personnel. This is not intended to limit the Contractors' responsibility to inspect or control its own work; nor does it limit the River Rouge School District right to inspect any facility at any time.

Failure to complete any required inspections (and failure to re-schedule and complete the inspection within three (3) business days) will result in the issuance of a non-inspection penalty.

The River Rouge School District Superintendent, the Director of Business & Finance, and the building principals may also periodically inspect the schools and will report any deficiencies and all unsatisfactory performance to the Contractor. The Contractor will be granted a reasonable time to correct any deficiencies.

Where in the River Rouge School District designee's opinion, it is necessary to immediately correct unsatisfactory performance in order to conduct school activities in a clean and safe environment, the School District may, itself, take such immediate actions as are necessary. All costs incurred by the River Rouge School District to correct the deficiencies will be deducted from the monthly payment to the Contractor.

4 RIVER ROUGE SCHOOL DISTRICT'S RIGHTS

4.1 River Rouge School District Designee

The River Rouge School District designee referred to throughout this RFP is Janice Meek, CFO, Director of Business & Finance or her designee. The River Rouge School District Superintendent is authorized to modify this designation.

4.2 Discipline of Contractor's Employees

The Contractor shall report to the River Rouge School District any incidents of misconduct engaged in by its employees who are working under the Contract, and any corrective action taken. Every custodian shall at all times adhere to the River Rouge School District's established policies and administrative regulations concerning appropriate behavior of persons in schools and School District facilities.

4.3 Removal of Equipment from Service

At the request of the River Rouge School District, the Contractor shall remove immediately from River Rouge School District service any and all District or Contractor custodial equipment that is determined unfit for service by the River

Rouge School District. The River Rouge School District will provide specific reasons for such requests to remove equipment from service.

4.4 Authority to Approve, to Reject and to Require Removal of Contractor's Employees from River Rouge School District Service

The River Rouge School District reserves the right to approve or reject for River Rouge School District service under this Contract any of Contractor's employees, including employees of subcontractors who may be providing Custodial Services at any time during the term of this Contract. Further, at the request of the River Rouge School District, the Contractor shall immediately remove from service to the River Rouge School District, any and all employees, whether permanent, substitute or temporary, including all supervisory personnel.

4.5 Deductions for Temporary School Closures

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

4.6 Liquidated Damages

To recover losses it suffers (which may be immeasurable) and to discourage poor performance, the River Rouge School District may assess liquidated damages against the Contractor in certain instances. These damages accrue in addition to the River Rouge School District expectation that it will not pay for any service that has not been provided. The damages will be assessed against the Contractor regardless of whether the actual failure to perform was caused by the Contractor or by its subcontractors.

Liquidated damages may, at the School District's sole discretion, be assessed for the following infractions:

4.6.1 Facility Alarm Code Replacements

There will be a Fifty (\$50.00) Dollar charge for the replacement or sharing of facility alarm codes.

4.6.2 Equipment

All specified custodial equipment owned by the School District must remain at each site at all times. Failure to leave the equipment on the premises will result in a non-compliance deduction of One Hundred (\$100.00) Dollars for each occurrence.

4.6.3 ID/Door Access Badges/Uniforms

If a Contractor's employee is observed at the work site without wearing the Contractor issued ID/door access badge or uniform, the Contractor will be in non-compliance with the Contract and a Twenty-Five (\$25.00) Dollar deduction may be made on the monthly invoice.

4.6.4 Fines for MIOSHA Violations

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

4.6.5 Improper Chemical Use

If the Contractor uses chemicals or methods that damage the River Rouge School District property, the Contractor will pay the cost to restore the River Rouge School District property and/or replacement.

4.6.6 Improperly Securing Facilities

If the Contractor fails to properly secure any facility, a non-compliance penalty of Two Hundred Fifty (\$250.00) Dollars per incident will be deducted from the next monthly payment. If the police are dispatched, the Contractor is responsible for the false alarm fee, which will be deducted from the next monthly payment.

4.6.7 Non-Inspection

Failure to complete any required inspections, as specified in the 'Qualify Control/Inspections' as per Section 3.20 of the RFP and failure to reschedule and complete the inspection within three business days will result in the issuance of a non-inspection penalty of Fifty (\$50.00) Dollar per instance.

4.6.8 Unfilled Employee Absences

Whenever any custodians are absent from part or all of their River Rouge School District assignment and a substitute is not provided by the Contractor, the Contractor must deduct the following amount from the next invoice.

For each unfilled eight hour shift – a Two Hundred (\$200.00) Dollar penalty per instance will be assessed. This penalty is intended to reflect the Contractor’s labor savings by not providing eight (8) hours of labor and to provide an ‘assured staffing’ incentive. Any portion of an eight hours shift not covered by a Contractor substitute will be assessed a prorated penalty based on Two Hundred (\$200.00) Dollars per eight (8) hour shift.

5 OBLIGATIONS OF THE RIVER ROUGE SCHOOL DISTRICT

The River Rouge School District is responsible for and shall provide the following:

- Yearly Calendar
- Hours of Operation
- Emergency procedures
- Necessary space and computer equipment for Contractor’s staff
- Other items mutually agreed to by River Rouge School District and the Contractor
- Communication Equipment
- River Rouge School District Policies and Regulations

5.1 River Rouge School District Obligations in the Event of Non-Appropriation of Funds

Subject to the State of Michigan maintaining the School District’s current level of funding, and current enrollment projections, the River Rouge School District represents that it has adequate funds to meet its obligations under any Contract awarded as a result of this RFP during the current fiscal year; that it intends to maintain any Contract awarded as a result of this RFP for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the said Contract term. However, if adequate funds are not available at anytime during such Contract period(s) to continue funding for any Contract awarded as a result of this RFP, the River Rouge School District’s obligations under the Contract(s) will terminate as

of the date that the funding is determined to be unavailable. In such circumstance, the River Rouge School District will have no further obligation to the awarded Contractor, except for payment for all services rendered and supplies purchased and consumed in implementation of the Contract for River Rouge School District, through the date of termination.

ATTACHMENT A: (TENTATIVE CONTRACT)

CUSTODIAL SERVICES CONTRACT

THIS CUSTODIAL SERVICES CONTRACT, (the “Contract”) entered into this [Day] day of [Month], 2010 (the “Effective Date”) by and between River Rouge School District (“School District”), a Michigan general powers school district, whose address is 1460 W. Coolidge Highway, River Rouge, Michigan 48218 and [Insert Custodial Contractor’s Company Name] (“[Insert Short name]”) a [Insert Incorporation Type], whose address is [Insert Custodial Contractor’s Company Address].

RECITALS

- A. The School District issued a Request For Proposals for Custodial Services dated January 29, 2010 (the “RFP”).
- B. The Contractor submitted a Proposal in response to the RFP dated March ____, 2010 (the “Proposal”), to provide all Custodial Services contemplated by the RFP.
- C. The parties now desire to enter into this Contract whereby Contractor agrees to supply all services necessary to fulfill the requirements set forth in the Request for Proposal and Contractor’s Proposal and the School District agrees to its obligations set forth therein.

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

1. THE CONTRACT

(a) Incorporation of Documents 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, Addenda to the RFP, if any, the Proposal and other related documents.

2. ORDER OF PRECEDENCE.

As noted above, the Contract Documents include the following:

- (i) This Contract;
- (ii) Exhibit A to This Contract - The RFP and Addenda (If Any); and
- (iii) Exhibit B to This Contract - Contractor’s Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iii). Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties.

3. CONTRACT TERM

The term of this Contract shall commence on July 1, 2010 and continue through June 30, 2012, unless earlier terminated by either party as otherwise expressly permitted by this Contract.

4. INVOICING AND PAYMENT TERMS

(a) Invoices.

Contractor shall invoice the School District by the 5th of each month for all Custodial Services rendered under the Contract Documents during the prior calendar month. Invoices shall itemize charges for labor, equipment and supplies for each Facility. Invoices shall be submitted to Janice Meek, CFO, Director of Business & Finance, River Rouge School District, 1460 W. Coolidge Highway, River Rouge, Michigan 48218 (MeekJ@RRouge.k12.mi.us).

(b) Additional Charges.

Before rendering any services outside the scope of the Basic Contract, Contractor must receive prior written approval from the School District. 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, the number of hours worked and the name of the School District employee who authorized the Additional Services. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with Exhibit B to this Contract; the Contractor's accepted Proposal.

(c) Payments.

Payment of the undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to the payment due date. The School District will not be assessed any late payment penalties,

finest or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

5. SUPPLIES

The Contractor may use any supplies that are currently a part of the River Rouge School District's inventory in furtherance of this Contract and at no cost to Contractor. Once the School District's current supply inventory is exhausted, the Contractor will assume responsibility for the procurement of any necessary cleaning supplies and equipment. The Contractor shall procure the necessary supplies and/or equipment, in the amounts and quantities deemed appropriate by the Contractor to perform the required Custodial Services. Any and all procurements by Contractor must be in compliance with all applicable laws, rules, regulations, Board policies and procedures, including, but not limited to, compliance with MCL 380.1274. The Contractor shall submit to the School District a monthly report detailing all consumption of supplies (including type, quantity and cost) for each School District Facility.

6. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any School District premises to carry out the Custodial Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, for proper fingerprinting and criminal background checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report. 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, reporting to the School District within three (3) business days of when it, or any of its agents, employees or representatives who will be on School District premises to carry out the Custodial Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately

report to the 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 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."

7. INSURANCE.

The Contractor agrees that it shall at all times that this Contract remains in effect maintain insurance coverage in the types and amounts specified in Section 1.27 Insurance Requirements of the RFP.

8. INDEMNIFICATION

(a) General Indemnification.

Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of the:

- (i) Negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;
- (ii) Any breach of the terms of this Contract by Contractor;
- (iii) Any breach of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (iv) Any breach of any representation or warranty by Contractor under this Contract. The Contractor agrees to notify the 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.

(b) Environmental Indemnification.

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Custodial 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 USC 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 USC 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 USC 300f-j-26), Toxic Substances Control Act (15 USC 2601 *et seq.*), Clean Air Act (42 USC 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 USC 11001 *et seq.* ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL 324.101 *et seq.*) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

9. ASSIGNMENT.

This Contract and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

10. NOTICES.

All notices or communications required or permitted as a part of this Contract shall be in writing, unless otherwise expressly provided in this Contract and shall be considered delivered:

- (a) Upon receipt, when personally delivered; or
- (b) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed by either party:

To the School District:

River Rouge School District
Attn: Janice Meek, CFO, Director of
Business & Finance
1460 W. Coolidge Highway
River Rouge, Michigan 48218

To the Contractor:

[To Be Inserted].

11. TERMINATION.

(a) Right to Terminate on Breach.

Each party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same.

(b) Events upon Termination.

Upon termination of this Contract by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. Upon termination of this Contract, the Contractor shall immediately provide the School District with all current information and documentation regarding its service to the School District. Contractor shall immediately return all keys to the School District's designee.

(c) Termination by River Rouge School District for Convenience.

Notwithstanding anything otherwise herein contained, River Rouge School District may terminate this Contract for any reason or no reason, with or without cause, upon ninety (90) days advance written notice to the Contractor.

12. INSOLVENCY.

In the event the Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the School District's option, this Contract may be immediately terminated by the School District.

13. NO WAIVER.

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 ability of either party to enforce each and every such provision thereafter.

14. SEVERABILITY.

If any provision or provisions of this Contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

15. GOVERNING LAW.

This Contract shall be subject to and interpreted under the laws of the State of Michigan. The applicable law for any legal disputes arising out of this Contract shall be the law of the State of Michigan, and the forum and venue for any such disputes shall be based upon the presence of the River Rouge School District in Wayne County, Michigan.

16. ENTIRE AGREEMENT.

This Contract, together with its attachments, constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

IN WITNESS WHEREOF the Parties have executed this Contract on the dates affixed next to their respective names.

RIVER ROUGE SCHOOL DISTRICT

Dated: _____

By: _____

Carlos Lopez, Ed.D.

Its: Superintendent of Schools

[INSERT CONTRACTOR'S COMPANY
NAME]

Dated: _____

By: _____

Its:

ATTACHMENT B: CLEANING STANDARDS

Exterior Areas	During School Year				Winter	Spring	Summer
	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Empty Trash Bins (inside and outside)	X						
Reline when ripped or food spills in them (Liners Provided by District)	X						
Pick Up Debris around the outside of building	X						
Pick Up Debris within the entrances	X						
First Floor Exterior Windows complete clean				X		X	X
Above First Floor Window Clean Exterior							X
Common Areas, Halls, Gym	Daily	Weekly	Monthly	Upon Request	Winter Break	Spring Break	Summer Break
Lock Entrance 30 minutes after school ends for the day, or when requested after an event	X						
Run floor scrubbing machine on gym floors at AV and Sabbath (Lunch is eaten at these gyms daily)	x						
Check Main Event Doors from the outside end of shift	X						
Spot Hallway and Entrance Windows for Prints, Splashes, Smears	X						
Remove Trash, Replace Liners that are ripped or soiled by food spills (Liners to be provided by District)	X						
Empty trash containers, pick up trash	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 Gyms	X (2 bldgs.)	2X (High School)					
Remove Graffiti	X						
Complete all edges and covers		X					
Edge Vacuum all Carpet		X					
Extra Mats in Winter (Dec-Mar)		x					
Clean Carpet Stains				X			
Clean and Sanitize Carpet Complete					X	X	X
Clean administrative offices in gymnasiums, libraries, common areas							
Clean up receiving rooms	x						
Scrub/Recoat Tile, 2 Coats Approved Finish, do not wax within 1 Foot of walls, do not build up edges					x		
Strip / Wax Tile, 4 Coats Approved Finish (except asbestos flooring)							X
Scrub / Wax Asphalt (Asbestos) flooring using wet method only, 4 coats of Approved Finish							X
Wash Window Interior, all floors							X
Wash Walls / Vac Blinds and Vents							X
Wash Furniture, Remove Gum							X
Wash all Outside Hall Lockers				x			x
Wash All Inside Hall lockers							X

Wash all gym locker room lockers Outside				x			x
Wash all gym locker room lockers Inside							x
Classrooms, Offices, Media Centers							
Remove Trash, Replace Liner if ripped or soiled by food spills (Liners to be provided by District) Empty trash containers (inside and outside) including pencil sharpeners	X						
Sweep all classroom floors and hallways, and stair wells / entrance ways (including scraping up gum)	x						
Sweep / Dust Mop	X						
Spot Mop for Spills, spot wet mop all classrooms	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, clean and disinfect all restrooms including wet mopping and refilling all toilet tissue, paper towel, and hand soap dispensers	X						
Clean Sinks, Drinking Fountains in Rooms	X						
Clean Kindergarten and Special Ed Rooms Daily	X						
Complete Vacuum Carpet	X (Ann Visger lobby)	X		x			
Run floor scrubbing machine on hallways and High school Gym floor	X (winter)	X (Fall & Spring)		x			
Clean Desk Tops, Work Stations, Phones, Dry Dust Computer Screens		X		x			
Dust Sills, Book Cases, Counters, Blinds		X					
Clean Chalkboards / Dry Erase / Trays		2X					
Empty Pencil Sharpeners		2X					
Wipe Chairs for Spills				x			
Complete Mop Tile		X					
Remove Graffiti	X			x			
Clean Carpet Stains				X			X
Clean and Sanitize Carpet				X	X		X
Scrub / Recoat Tile, 2 Coats Approved Finish					X		X
Strip / Wax Tile, (Scrub Recoat if Asbestos) 4 Coats Approved Finish							X
Wash Classroom Door Windows	X						X
Wash Walls, Dust Blinds				X			X
Wash all Furniture							X
Remove Gum from Under Desks							X
Wash Lights shields of spots or bugs, inside and out							X
Sweep all office floors or vacuum if carpeted	x						
Disinfect with Goldbond all drinking fountains, doorknobs, handrails, Desktops, all restrooms, locker rooms, computer keyboards, telephones and as instructed					X		X
Clean all drinking fountains with all-purpose cleaner	x						
Clean desktops (teachers have been helping us with this due to H1N1) with all-	x						

purpose cleaner							
Kitchens, Cafeterias, Multi Purposes							
Remove Trash, Replace Liners Daily (Liners to be provided by District)	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						
Complete Mop Kitchen & Cafeteria Floors with Degreaser (or Kaivac)	X						
Check Soap / Paper Towel Stock	X						
Wipe Tables / Chairs	X						
Straighten Tables / Chairs	X						
Clean Carpet Stains				X			X
Clean and sanitize Carpet Complete							X
Scrub / Recoat Tile, 2 Coats Approved Finish				X			X
Strip / Wax Tile, 4 Coats Approved Finish (unless Asbestos, scrub and recoat with 4 coats instead)							X
Wash Windows Interior				X			X
Restrooms, Locker rooms							
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
Wipe Down Lockers Exteriors					X	X	X
Wash Walls, Scrub Floors				X	X	X	x
Wash Interior / Exterior Lockers				X			X
Summer Regular Cleaning							
Summer School, Restrooms closets to rooms, halls, entrance areas (___ number of classrooms to be used) Consolidation of summer programs to the high school. This will save money and energy consumption.	X						
Clean High School Weight Rooms, Locker Rooms and Gymnasiums	X						
Clean After School Events as Scheduled	X						
Administration Building Clean			X				
Principal's and Administrative Office of Each School During Summer			X				
Dust Mop Halls and Remove Trash Placed in Halls			X				
Remove Trash from Cans within 25' of Building			X				

Special Services, Other							
On-site Supervision at High and Middle Schools	X						
E-mail Communication Available for all Schools with professional follow-up	X						
Two Way Communication (ATT) with English Speaking staff Members, All Schools	X						
Weekly High school Meetings from Custodial Manager with Athletic Department and Principal for Issues and Events Coordination		X		X			
Twice / Month Meetings with Custodial Manager all other sites for issues and event coordination			2x				
Set Up Bleachers for Games				X			
Change Light Bulbs to 9' upon work order request (Bulbs / Ladders provided 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 Even Use, Includes Saturdays, Year-Round				X			
Provide Contact Liaison for Events on 2 way Communication				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 PSOP screening					X		X
All staff must have FBI fingerprinting and clearance verified by school district prior to placing on-site							X
All Staff must have annual and random drug testing with results kept on file and available for client's audit				X			x
All staff must be cleared in writing by the social Security Administration as having a valid social security number matching their I-9 identification, and able to work in the United States legally							X
Equipment to be purchased New for this contract, Outline Equipment for each location							X Year 1
Day Time Option							
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 at entrance (school to provide maps)	X (as needed)						
Restroom Policing for stock / Spills							
Entrance touch up for mat vacuuming and glass for Biohazard Clean Ups	X (Winter only)			x			
On Pager for Immediate Communication							
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						
Light maintenance requests to help put up a dispenser or unclog a toilet				x			
Outside playground debris pick up	X (when used)			x			
Move copy paper from loading dock				x			
Dust mop halls in the day							
Run Automatic in the day	X (Winter)			x			
Match your level of Staffing							

Special Services Available							
Screen and Refinish Gyms with Urethane or Water Based Finish							X
Recombination of Lockers, need locker count by school Ann Visgar ____ Sabbath ____ High School ____							X
Air filter Changing, need method expected locations and count of filters to be changed							
Getting Items off the roof							
Sustainability / Green Program Required							
Energy Cost saving Program Required, give company's program							
Training and Motivation Programs Required, outline programs							
Benefits Required, outline coverages, co-pays, deductibles and per visit fees							
Unloading delivery trucks							
Cleaning throw up jobs					X		
Moving furniture, cleaning storage rooms, delivering copy paper to secretaries, setting up and taking down chairs, risers, etc. for special events and programs					X		
Turn off lights and secure building before leaving the facility	X						
Clean the Stadium – bathrooms, concession stand, offices, bleachers, including track							
Pick up outside trash daily, rake leaves, salt and shovel snow as requested	X				X		
Clean all gang bathrooms	x						
Clean libraries, computer rooms, offices, stage, auditorium, cafeteria, kitchen, coach offices, storerooms, art room, hallways and stairways, swimming pool		X			X		
Sweep and machine clean 1 st floor entrance way and main lobby, vacuum and clean carpet	X (WINTER)	X (FAIR WEATHER)					
Supervisor will conduct weekly walkthroughs with the school principals or designee		X					
Supervisor will share quarterly data and make an Board Presentation as requested by the Superintendent					X		X
Supervisor will establish a system for District employees to request required services not being delivered on a timely manner					X		
The Supervisor will have clear standards for personnel	X						

ATTACHMENT C: CURRENT CUSTODIAL STAFFING LEVELS

	6:00 a.m. – 2:30 p.m.	2:30 p.m. - 11:00 p.m.
River Rouge Middle College High School Academy	1	2
1460 W. Coolidge Hwy		
CB Sabbath K-8 Preparatory Academy	1	1
340 Frazier		
Ann Visger PreK-5 Preparatory Academy	1	2
11121 W. Jefferson		
Custodians (8)		
AM shift: 3		
PM shift: 5		
Shift Definition		
8 hours per day.	Monday thru Friday	Overtime as necessary.
	260 Days of Service	

ATTACHMENT D: 2010-11 SCHOOL YEAR CALENDAR

Teacher Work Day (No Students)	August 31
Professional Development (No Students)	September 1
Labor Day Recess	September 2 - 6
Full Day Students	September 7
*Open House Evening	September
Professional Development & Parent/Teacher Conferences (No Students)	October 21
Professional Development – ½ Day - (No Students) – Thanksgiving Recess (No Students)	November 24
Classes Resume	November 29
Winter Recess – End of Day	December 17
Classes Resume	January 3
Martin Luther King, Jr. Day	January 17
Records Day – A.M. – Professional Development – P.M. (No Students)	January 21
2 nd Semester Begins	January 24
Parent-Teacher Conferences & Professional Development (No Students)	February 24
Professional Development ½ Day (No Students) – Mid Winter Break	February 25
Classes Resume	March 2
Spring Recess – End of Day	April 21
Classes Resume	May 2
Professional Development – Full Day (No Students)	May 27
Memorial Day Recess	May 30
2 nd Semester Ends - ½ Day Students A.M. – ½ Day Records P.M.	June 17
180 Student Days	
183 Teacher Days	
*The Open House Evening September date will be chosen independently by each building.	

In accordance with State regulations, the first (30) hours/five (5) days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than thirty (30) hours/five (5) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date. Should there not be sufficient days in the midwinter break, any additional such days shall be made up at the end of the school year.

If additional close time beyond thirty-six (36) hours or six (6) days as defined above, then the days shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (*i.e.*, Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

In the event the State of Michigan (MDE) eliminates the ability to substitute up to 38 hours of Professional Development as hours of pupil instruction, the Professional Development days will become Student Instruction days.

Professional Development Day hours will be 7:30 a.m. to 3:00 p.m. with a thirty (30) minute lunch. Half Day Professional Development Days will be three and a half (3 ½) hours.

Appendix A
REQUIRED RESPONSE FORMS

REQUIRED RESPONSE FORMS	
Page #	Form
	Intent to Propose/Statement of Non-Proposal
	BASE PROPOSAL & ADDITIONAL ALTERNATE FORMS The following forms MUST be submitted as a part of your RFP Response
	Appendix A1: Bid Summary
	Appendix A2: Bid Signature Form
	Appendix A3: Contractor's Signed Acceptance Form
	Appendix A4: Contractor's Background Questionnaire
	Appendix A5: Comply / Exception Form
	Appendix A6: Subcontractors
	Appendix A7: References
	Appendix A8: Non-Familial Relationship Affidavit
	Appendix A9: Non-Collusion Affidavit
	Appendix A10: School Safety Legislation Affidavit

Your bid response must include a completed copy of each form above, in the order listed above. (A1 – A10). Failure to submit each of the above forms may be cause for rejection of the bid response.

INTENT TO PROPOSE / STATEMENT OF NON-PROPOSAL

Prospective Contractors are required to submit a written "Intent to Propose" via regular first class mail or email before **4:00 p.m., Friday, February 12, 2010**. Submitting an "Intent to Propose" does not obligate the Contractor to submit a Proposal and it is not mandatory that a Proposal be submitted. By submitting an "Intent to Propose," a prospective Contractor will receive amendments and notices concerning this RFP.

The written "Intent to Propose" must include the company name, mailing address, phone number, fax number and email address of the Proposer's main contact for communications regarding this RFP. Prospective Proposers should email this information to the following contact:

River Rouge School District
Attn: Janice Meek, CFO, Director of Business & Finance
1460 W. Coolidge Highway
River Rouge, Michigan 48218

Written responses to written questions and requests for clarifications regarding the RFP will be sent to all Contractors who have submitted an "Intent to Propose" by mail or email. Late receipt of "Intent to Propose" from Contractors will not have any impact on dates, deadlines, or timeframes set forth in this Request for Proposal.

STATEMENT OF NO PROPOSAL

If you **DO NOT** intend to submit a Proposal, please complete and return this page as soon as possible. Your response will assist us in evaluating all responses for this important project and improve our bid solicitation process.

Our company does not intend to submit a proposal because:

- Specifications are unclear (explain below)
- We are unable to meet specifications
- Insufficient time to respond to this Request for Proposal
- Our schedule would not permit us to perform the requested services
- We are unable to meet the insurance requirements
- We do not offer a complete solution
- We do not compete in this geographic area
- Other: _____

Remarks: _____

Dated: _____	By: _____ (Signature of Authorized Signor)
Print Name:	
Title:	
Name of Company:	
Address:	
Phone:	
Fax:	
Email:	

APPENDIX A1: BID SUMMARY

	Response
Name of Company	
Name of Proposal Preparer	
Phone Number	
Fax Number	
Email Address	

APPENDIX A1: BASE BID (TARGET)

Please provide total annual costs for your proposed services.

	Cost
Year 1 Cost (7/1/10 – 6/30/11)	\$
Year 2 Cost (7/1/11 – 6/30/12)	\$
Grand Total	\$
Performance Bond – First 12 months only. (Do not include in above).	\$

APPENDIX A1: HOURLY RATES – CUSTODIANS (BASE BID)

Building	Custodian Positions in Scope of Bid	Hours Per Day	Hourly Labor Rate	Hourly Benefit Rate
River Rouge Middle College High School Academy				
CB Sabbath K-8 Preparatory Academy				
Ann Visger PreK-5 Preparatory Academy				

APPENDIX A1: SALARY RATES – NON-HOURLY EMPLOYEES (BASE BID)

List salary information for all non-hourly employees to be assigned to River Rouge School District.

Position	Annual Salary	Benefits	Total

APPENDIX A1: EMERGENCY, WEEKEND AND HOLIDAY RATES

	Hourly Labor Rate	Hourly Benefit Cost
Emergency Rate - Weekday		
Emergency Rate - Weekend		
Emergency Rate - Holiday		
After Hours Rate – Weekday		
After Hours Rate - Weekend		
After Hours Rate - Holiday		

APPENDIX A1: HOURLY RATES – CUSTODIANS (NON-TARGET UNIT COST)

Building	Custodian Positions in Scope of Bid	Hourly Labor Rate	Hourly Benefit Rate
River Rouge Middle College High School Academy			
CB Sabbath K-8 Preparatory Academy			
Ann Visger PreK-5 Preparatory Academy			

**APPENDIX A1: SALARY RATES - NON-HOURLY EMPLOYEES
(NON-TARGET UNIT COST)**

Indicate proposed compensation arrangement for non-hourly employees assigned non-target work for all non-hourly employees to be assigned to River Rouge School District.

Position	Annual Salary	Benefits	Total
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

APPENDIX A1: EMERGENCY, WEEKEND AND HOLIDAY RATES

	Hourly Labor Rate	Hourly Benefit Cost
Emergency Rate – Weekday		
Emergency Rate – Weekend		
Emergency Rate - Holiday		
After Hours Rate – Weekday		
After Hours Rate - Weekend		
After Hours Rate - Holiday		

APPENDIX A2: BID SIGNATURE FORM

The undersigned declares that he/she has carefully examined all the requirements of this RFP and that he/she fully understands those requirements.

Proposal: Custodial Services

Total Price – Base Bid: _____
(Written Format)

Total Price – Base Bid: \$ _____
(Numeric Format)

Firm Name: _____

Address: _____

Telephone: _____

THIS BID WILL BE IRREVOCABLE UNTIL THE EARLIER OF 120 DAYS FROM THIS DATE OR THE DATE OF THE BID AWARD.

Dated: _____ Signature: _____
(Person executing bid and official capacity)

(Names of Principal Officers: Designate Official Capacity)
(If Partnership or assumed name, indicate name of owner(s)).

**APPENDIX A3: CONTRACTOR'S SIGNED ACCEPTANCE FORM
ACKNOWLEDGMENT OF ADDENDA**

<u>Addendum #1</u>	<u>Addendum #2</u>	<u>Addendum #3</u>
Dated: _____	Dated: _____	Dated: _____
Initials: _____	Initials: _____	Initials: _____

OTHER ACKNOWLEDGMENTS

On this ___ day of March, 2010, the undersigned declares that he/she has carefully examined the Instructions/Conditions for this Bid and will honor all purchase orders, prices and specifications set forth in the Request for Proposal. The undersigned acknowledges that:

- The River Rouge School District reserves the right to withhold Proposals for a period of time (120 days) from Proposal opening date.
- The River Rouge School District reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. If, in the River Rouge School District's opinion, it is in the School District's best interest, the Contract may be awarded to other than the lowest Proposer.
- If award is made to us under this Proposal, we agree to enter into a Contract with the River Rouge School District to furnish professional services for Contract Custodial Services, in strict accordance with this Proposal.

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

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

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

Authorized Signature:	_____
Name of Company:	_____
Printed /Typed Name of Authorized Signer	_____

APPENDIX A4: CONTRACTOR’S BACKGROUND QUESTIONNAIRE

This form must be completed in full by every Contractor proposing to provide services in response to this RFP.

Question	Contractor Response
Contractor Information	
Contractor Name:	
Address:	
Contact:	
Telephone Number:	
Email Address:	
Fax Number:	
Year in which company was founded	
Is Company wholly owned? If not, identify the parent company	
Gross sales of the company’s last fiscal year	
Total # of custodial contracts in Oakland, Macomb or Wayne counties	
Total # of custodial contracts in Michigan	
Total # of K-12 educational custodial contracts	
Total # of K-12 educational custodial contracts in Michigan	
Average onsite employee turnover rate	
Average years of service per onsite employee	
Where is your closest support facility/sales office?	
Where is your headquarters office?	
Is your company an equal opportunity employer?	
How many total employees does your company have?	

Question	Contractor Response
Please list your company's annual revenue for:	2009: 2008: 2007:
The Contractor may be required to submit audited financial information for the past two (2) completed fiscal years.	
Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dun & Bradstreet report (D&B) as part of the Proposal response.	
Please provide your complete reference list. (in addition to references requested in Appendix A7).	
Will you serve as the primary contractor and take responsibility for coordinating the efforts of any/all third parties?	
If the Contractor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, the nature of the relationship with that firm and the specific services and/or products that the subcontractor will be providing in connection with the Contract. A complete list of subcontractors is required. The School District has the right to approve all subcontractors of the Contractor at any time.	
Please provide descriptions of the services proposed, including staffing description and key assumptions.	
Please indicate what training is provided to your staff. Type: Annual hours:	

Question	Contractor Response
Please confirm that you will provide a dedicated team of employees for the District (<i>i.e.</i> , they will not work in other districts or companies for the duration of their assignment to the School District).	
Please indicate the average number of years each level of staff has with YOUR organization. Supervisor: Staff:	
Please describe your recruitment process including background and reference checks.	
Do you anticipate changing the School District's current hourly staffing levels to meet the requirements of the base bid? If so, please explain fully?	
Please suggest any additional areas where you foresee potential cost savings and identify what those savings would be. For example, if the cleaning schedule were to change, identify what would change and what cost savings would be passed on to the School District.	

Authorized Representative Initials: _____

APPENDIX A5: COMPLY / EXCEPTION FORM

Each Proper must clearly indicate whether it will either comply or take an exception to each of the sections in this RFP. A completed form MUST be submitted with every response.

Please respond by placing either a “Yes” or “No” in the “Comply?” column. If responding “No” to “Comply?” for any section or subsection, please state the exception and provide a reason.

Section	RFP Item Page#	Comply?	If “No” to “Comply?” for any section or subsection, please state the exception and a reason.
1	GENERAL CONDITIONS..... 1		
1.1	Intent..... 1		
1.1.1	Target Price – BASE BID 1		
1.1.2	Non-Target Unit Cost..... 1		
1.2	Submission Deadline and Requirements..... 2		
1.3	Opening of Proposals 3		
1.4	Process..... 3		
1.5	Proprietary Information..... 3		
1.6	Intent to Propose..... 3		
1.7	Mandatory Pre-Proposal Meeting 4		
1.8	Additional Requests for Clarification..... 4		
1.9	Restrictions on Communication 4		
1.1	Addenda to RFP 4		
1.11	RFP/Proposal Information Controlling..... 5		
1.12	Bid Guarantee..... 5		
1.13	Performance Bond..... 5		
1.14	Proposer Experience..... 6		
1.15	Reservation of Rights 6		
1.16	Proposal Costs..... 6		
1.17	Irrevocability of Proposals 7		
1.18	River Rouge School District Profile..... 7		

1.19	Contract	7		
1.2	Form of Contract and Duration	7		
1.20.1	Contract Form.....	7		
1.20.2	Term	7		
1.21	Contract Assignment Or Sub-Contract.....	8		
1.21.1	Target and Non-Target Services.....	8		
1.22	Employees	8		
1.23	Legal Interpretation Provision.....	8		
1.23.1	Definitions	8		
1.23.2	Severability.....	9		
1.24	Compliance with Federal, State and Local Law and River Rouge School District Board of Education Policies	9		
1.25	Taxes	9		
1.26	MIOSHA & OSHA Compliance.....	10		
1.27	Insurance Requirements	10		
1.28	Contractor Management.....	11		
1.29	Nondiscrimination in Employment	11		
1.3	Selection Timeline.....	11		
2	PROPOSAL REQUIREMENTS.....	12		
2.1	Proposal Format	13		
2.1.1	Introductory Letter	13		
2.1.2	Appendices	13		
2.1.3	Schedules.....	15		
2.2	Proof of Qualifications	17		
2.3	Oral Interview.....	17		
2.4	Evaluation of Proposals.....	18		
3	CUSTODIAL SERVICES REQUIREMENTS	19		
3.1	Scope of Services – BASE BID	19		

3.1.1	Services Included	19		
3.1.2	Other Items Included	19		
3.1.3	Maintenance Items	20		
3.1.4	Cost Projections.....	20		
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Attachments	Description	Comply?	If “No” to “Comply?” to any section or sub- section, please state your exception and a reason.
A	Tentative Contract		
B	Cleaning Standards		
C	Current Custodial Staffing Levels		
D	2010-11 School Year Calendar		
Appendices	Description	Comply?	If “No” to “Comply?” to any section or sub- section, please state your exception and a reason.
1	Bid Summary		
2	Bid Signature		
3	Contractor’s Signed Acceptance		
4	Contractor’s Background Questionnaire		
5	Comply/Exceptions		
6	Subcontractors		
7	References		
8	Non-Familial Relationship Affidavit		
9	Non-Collusion Affidavit		
10	Compliance with School Safety Legislation Affidavit		

Schedules	Description Page #	Comply?	If “No” to “Comply?” to any section or subsection, please state your exception and a reason.
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Name of Company:	
Authorized Signature:	
Printed /Typed Name of Authorized Signer	

APPENDIX A6: SUBCONTRACTORS

SUBCONTRACTORS	
Will a subcontractor be used?	
If Yes, name of subcontractor:	
Have you worked with this subcontractor within the last 12 months?	
Subcontractor responsibilities to include:	
Provide three (3) customer references for this subcontractor (including contact names and phone numbers).	1. 2. 3.

Authorized Signature:	_____
Name of Company:	_____
Printed /Typed Name of Authorized Signer	_____

APPENDIX A7: REFERENCES

REFERENCES

Please list the K-12 school districts for which your company currently provides this type of service. Attach an additional sheet if necessary.

List three (3) school districts for which this service is currently being performed by your company, or has been performed within the past three (3) years by your company, and the person(s) we may contact as references.

School District Reference #1	Response
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

School District Reference #2	Response
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

School District Reference #3	Response
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

School District Reference #4	Response
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

School District Reference #5	Response
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

On this ____ day of March, 2010, before me, a Notary public, in and for the above-referenced county, personally appeared _____, who made oath that he/she has read the foregoing Affidavit of Proposer – Familial Relationships, by him/her signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

, Notary Public
State of Michigan, County of
My Commission Expires:
Acting in the County of

On this ____ day of March, 2010, before me, a Notary public, in and for the above-referenced county, personally appeared _____, who made oath that he/she has read the foregoing Compliance with School Safety Initiative Legislation Affidavit, by him/her signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he/she believes same to be true.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

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