

RICHMOND COMMUNITY SCHOOLS
PROJECT
REQUEST FOR PROPOSAL

July 23, 2018

**ADVERTISEMENT FOR PROPOSALS
PROJECT
Richmond Community Schools**

The Board of Education of Richmond Community Schools (the "School District") is accepting firm, sealed Proposals for **CULINARY ARTS CLASSROOM**. A complete package of the Project RFP may be found on the District's website, www.richmond.k12.mi.us under the Bids tab.

Your Proposal MUST be submitted in a sealed envelope (box) and CLEARLY marked "**CULINARY ARTS CLASSROOM RFP**". The School District request two (2) original, signed proposals. All proposals must be delivered no later than **4:00 p.m., Monday, August 13, 2018 (the "Due Date") to: Richmond Community Schools, Board of Education and Administrative Offices, C/O Jamie Thiel, Administrative Assistant, 35276 Division, Richmond, MI 48062**. All Proposals will be publicly opened immediately thereafter. Proposals received after the Due Date will not be considered or accepted. Facsimile, oral, and other electronic proposals are not acceptable.

A ***mandatory, Pre-Proposal Meeting and Facility Walk-Through*** has been scheduled for Monday, August 6, 2018, at 9:00am at Richmond High School, 35320 Division, Richmond, MI 48062 (Enter Door #1). The purpose of this meeting is to answer any questions regarding the RFP specifications and tour the project location.

All Proposers submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Proposer submitting a Proposal and any member of the Richmond Community School District Board of Education and the Richmond Community School District Superintendent. Any Proposal that does not include this sworn and notarized disclosure statement will not be accepted.

All Proposers submitting Proposals must provide a sworn and notarized statement disclosing compliance with the Iran Economic Sanctions Act. Any Proposal that does not include this sworn and notarized disclosure statement will not be accepted.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals.

I. OVERVIEW

1.1 Submission Deadline and Requirements

The date and time for receipt of Proposals is:

Monday, August 13, 2018 at 4:00 p.m. EST (the "Due Date")

- 1.1.1 Proposal Envelope:** An opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
PROJECT
[Proposer's Name]
[Proposer's Address]
[Proposer's Telephone Number]

The envelope must also be addressed and delivered as follows:

RICHMOND COMMUNITY SCHOOLS
BOARD OF EDUCATION AND ADMINISTRATIVE OFFICES
C/O JAMIE THIEL, ADMINISTRATIVE ASSISTANT
35276 DIVISION
RICHMOND, MI 48062

- 1.1.2 Late Proposals:** Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the due date will not be accepted or considered. The School Districts shall not be liable to Proposer for any delivery or postal delays.
- 1.1.3 Returned Proposals:** All Proposals received after the Due Date will be returned to the Proposer unopened.
- 1.1.4 Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's Firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP. Original Proposals must be clearly indicated.
- 1.1.5 Copies of Proposal:** The Proposer shall also submit with the signed originals of its Proposal three (3) complete copies of the signed original Proposal.
- 1.1.6 Opening of Proposals:** At the specified location, Due Date and time stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.
- 1.1.7 E-Mail Clarifications:** The School Districts intend to communicate with Proposers via e-mail (e.g., RFP clarifications and Addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications, include e-mail.
- 1.1.8 Intent To Respond:** Each Proposer who intends to submit a Proposal in response to this

RFP shall submit an "Intent To Respond" via e-mail to Tammie Schadd at tschadd@richmond.k12.mi.us on or before noon on **Wednesday, August 8, 2018**. The Intent To Respond shall include the name of the Proposer, the name of a contact person and that person's e-mail address. Enter "Project" in the Subject line of the email.

- 1.1.9 Additional Requests For Clarification:** Prospective Proposers may request the School District clarify information contained in this RFP. All such requests or questions regarding this RFP must be received no later than noon on **Wednesday, August 8, 2018**. Questions must be submitted via email to Tammie Schadd at tschadd@richmond.k12.mi.us, or to the attention of Tammie Schadd at Richmond Community Schools, 35276 Division, Richmond, MI 48062, in writing, or via the business office facsimile at 586-727-2098. Enter "Project" in the Subject line of the email. No response will be made to oral questions. All questions and answers will be sent to all prospective proposers via e-mail. It is the Proposer's responsibility to check their e-mail prior to the RFP Due Date to ensure that it has received all information, including, but not limited to all addenda to this RFP.
- 1.1.10 Restrictions On Communication:** From the issue date of the RFP until a Contractor is selected and selection announced, a Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with the School Districts, their Boards of Education, or any individual member, administrators, faculty, staff, students, or employees, except for Pre-Proposal Meeting/Facility Walk-Through, or additional Requests For Clarification in accordance with Paragraph 1.1.9 above.
- 1.1.11 Addenda to the RFP:** If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an Addendum to all parties that submitted an Intent To Respond or attended the Pre-Proposal Meeting. All Addenda shall become a part of the RFP. Each Proposer must in its Proposal, to avoid any miscommunication, acknowledge all Addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of, any Addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
- 1.1.12 RFP/Proposal Information Controlling:** The School District intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in this RFP, an Addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal. It is the policy of the School District to not release Request for Proposals in a changeable format (i.e. Word or Excel files). Accordingly, neither this RFP nor subsequent addenda, if any, nor any Responses to Clarifications will be released in other than hard copy or .pdf format.
- 1.1.13 Good Faith Deposit:** Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Proposer's good faith on the part of the Proposer. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Richmond Community Schools." The School Districts shall not be liable for any interest

earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required performance bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award of Contract(s) and execution of Contract(s) by successful Contractor(s).

1.1.14 Finality of Decision: Any decision made by the School District, including selection of Contractor(s), shall be final.

1.1.15 Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals. The School District may select one or more Firms to perform the Project on behalf of the School District.

1.1.16 Release of Claims: Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of Contractor(s).

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

1.1.18 Irrevocability of Proposals: Proposers may withdraw their Proposal, if so desired, any time before the Due Date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the Due Date.

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

1.2 Objective of RFP

The objective of this RFP is to offer experienced professional firms the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the Proposer's experience and expertise in assisting school districts of similar size and scope as the School District with their Project.

This RFP specifically requests that all Proposers present their **qualifications** and **experiences** in similar Projects (please see Proposal Requirements and Proposal Format).

The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion.

1.3 Purpose

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified Firm to provide Project Services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining quality of service, safety and reliability. Each School District may select one or more experienced and qualified Firms 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 and Maintenance Services** within the scope of this RFP. Past experience will also be judged by the references of each Proposer. A major portion of the negotiations will include the financial terms of the Contract(s). Proposers should be prepared to make a presentation to a committee of each School Districts, not to be more than one hour in length (time for questions and answers will be addressed within that one hour time period).

1.4 Term of Contract

Each Contract is expected to begin on August 28, 2018 and conclude by December 1, 2018

1.5 Selection Timeline

The School Districts’ anticipated timeline for its selection process is:

Issuance of this RFP	Monday, August 27, 2018
Pre-Proposal Meeting and Facility Walk-Through at Richmond Community Schools, moving to and concluding at New Haven Community Schools	9:00am, Monday, August 6, 2018
Deadline for written Intent To Respond	Noon, Wednesday, August 8, 2018
Deadline for written Requests For Clarifications	Noon, Wednesday, August 8, 2018
Due Date for Submission of Proposals	4:00 p.m., Monday, August 13, 2018
Proposer interviews and presentations to the School Districts	Week of August 13, 2018
Implementation of Contract	December 1, 2018

PLEASE NOTE: The School Districts reserve the right, in their sole and absolute discretion, to change any or all portions of the above-identified selection timeline as determined to be in their best interest.

1.6 School District Profiles

This RFP contemplates and is intended to procure Custodial and Maintenance Services under the form of Contract included in the RFP for New Haven Community Schools and for Richmond Community Schools (the “School Districts”). The School Districts are located in the County of Macomb, Michigan.

Please refer to the accompanying information for demographic profiles of the School Districts **(Attachment A)**.

1.7 Proposal Requirements

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

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

Any exceptions to the terms and conditions contained in this RFP or the attached form of Contract or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP and Contract requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal and those exceptions are expressly accepted by the School Districts. All Pricing factors must be clearly indicated in the Proposer's Proposal Form provided as part of its Proposal.

Each Proposer shall submit its Proposal for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Attached to this RFP is a form of Contract under which the Custodial and Maintenance Services requested hereunder shall be provided by the successful Proposer(s) (the "Contract") **(See Attachment H to this RFP)**. The Contract contains details relative to the Custodial and Maintenance Services for the School Districts, the terms and conditions under which the Custodial and Maintenance Services shall be provided by the successful Proposer(s), and should be reviewed carefully by each Proposer prior to submitting a Proposal. Any exceptions to the terms and conditions contained in this RFP or the attached form of Contract or any other special considerations or conditions requested or required by the Proposer relative to the Contract shall be enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met or other special conditions or considerations.

1.8 Proposal Format

1.8.1 Proposers must provide information, which will serve as an introduction of your company/Firm, on business letterhead.

1.8.2 Proposers must provide background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference a School District liaison.

- 1.8.3** Exceptions, including explanations, to the RFP and/or the Contract.
- 1.8.4** Describe any other public K-12 school districts in which your Firm has contracted to complete similar projects.
- 1.8.5** Proposers must provide a Bid Bond in the amount equal to 5% of the 1st year total amount of the Contract.
- 1.8.6** Proposers shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the School Districts. Proposer must provide evidence of insurance with the requisite coverages and limits.
- 1.8.7** Proposers shall provide documentation of sufficient financial resources to provide Custodial and Maintenance Services for School Districts of this size and complexity.
- 1.8.8** Proposers must fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees.
- 1.8.9** Proposers shall meet all regulatory laws, codes, licensing and permitting requirements of Local, State, and Federal law that apply to Michigan public school districts and Project Services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.).
- 1.8.10** Proposer must describe any other resources to be provided by your Firm, not listed above, which would result in safe and efficient Custodial and Maintenance Services.
- 1.8.11** References – Proposers must provide K-12 public school references, including contact name, address, phone number and scope of services.
- 1.8.12** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Proposer’s Custodial and Maintenance Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Proposer’s Custodial and Maintenance Services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Proposer has been a party providing any type of custodial and maintenance services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Proposer’s supplies, equipment and services or the Proposer’s working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. Therefore, it is contemplated under this RFP that workers’ compensation and unemployment proceedings are not to be deemed part of this requirement.
- 1.8.13** Proposers must include with their Proposal an audited financial report for the three (3) most recent fiscal years.
- 1.8.14** Proposers must include a schedule indicating the wages and benefits to be offered to employees of Contractor.

- 1.8.16** Proposers must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP and the Contract.
- 1.8.17** Proposers must complete the Proposal Form provided herein.
- 1.8.18** Proposers must complete the Familial Disclosure Affidavit attached hereto as **Attachment F** and submit the same along with its Proposal.
- 1.8.19** Proposers must complete the Iran Economic Sanctions Compliance Affidavit attached hereto as **Attachment G** and submit the same along with its Proposal.

1.9 Proof of Qualifications

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

1.10 Employees

It must be understood that this RFP provides for the selection of a professional company/Firm to provide Custodial and Maintenance Services. However, as noted above, the School District may maintain a liaison to facilitate administration of the Contract(s) and communication between the Contractor(s) and the School Districts.

1.11 Company's Responsibility

All experienced and qualified Proposers are requested to submit a Proposal based on its experience and capabilities. Each School District will select the Proposer(s), if any, deemed to serve the best interests of the School District to proceed with the negotiation process. Each School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the Proposers.

1.12 Oral Interview

The School Districts may require qualified Proposers to participate in oral interviews and negotiation processes to discuss their Proposal and to answer any questions the School Districts may have regarding the RFP and Proposer's Proposal. In that case, the School Districts will notify the Proposer's contact name as listed in its Proposal. In accordance with the RFP selection timeline, interviews will be scheduled during the week of May 14, 2018.

1.13 Evaluation of Proposals

Each Proposer submitting a Proposal should understand that the nature of each School District's Custodial and Maintenance Services is so complex that each and every facet of the operation may not be detailed in this RFP. Each Proposer must document their expertise, experience, and approach based on their grasp of each School District's requirements. The Pre-Proposal Meeting will give the Proposer an opportunity to ask the necessary questions regarding this RFP and the Custodial and

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

Management Capability as shown by detailed evidence of Proposer's expertise, experiences, and references.

Business Stability checked through various sources as well as the Proposal.

Human Resources Management as determined by references, and by checking other sources.

Cost as indicated in the Proposal and through the negotiation process.

Miscellaneous:

1. Ability to meet all applicable federal and state wage and safety requirements
2. Experience and past performance – Presented documentation of building cleaning experience including at least five (5) years of experience of cleaning a minimum of 250,000 square feet of facilities per day
3. Experience providing cleaning and maintenance services in public and/or private school environments
4. Project manager/account supervisor's qualifications and experience
5. Project personnel - Adequacy of staff in size, availability, and experience to perform the proposed Custodial and Maintenance Services
6. Proposer's attendance at Pre-Proposal Meeting and Facilities Walk-Through.
7. Corporate support
8. Cost control – Previous record of meeting budgets and the proposed plan for controlling costs on projects.
9. Full and proper completion of the Proposal Forms
10. Guarantees – Any cost savings guarantees provided for in the Proposal.
11. Hazard Communication Program – Documentation of a Hazard Communication Program (HCP) that includes but is not limited to, the following:
 - Blood-borne Pathogen Training Program
 - Employee Training Program
 - Personal Protection Equipment
 - Right-to-Know (and Material Safety Data Sheets)
 - Written Safety Program
13. Quality of the oral presentation(s) to the applicable committee(s)
14. Quantity and nature of exceptions to the RFP and Contract Specifications
15. Submission of required alternates, if any
16. Training program – The education and training programs to be provided to staff, to include FERPA, Bullying, and Sexual Harassment.
17. Work history/performance as reported by references (names, addresses, and telephone numbers of principle parties)
18. Supplemental relevant information submitted by the Proposer
19. Any comments from the Proposer regarding information submitted as part of this RFP information.
20. Any other information the School Districts' proposal review team determines to be

- pertinent
21. First-hand walk through evaluation of a current facility under contract with Proposer (the Proposers must provide School Districts with a list of sites that, at our choosing, we can visit and walk through for performance evaluation).

Each School District will evaluate the Proposals, based on the above criteria as well as other methods. Each School District will select the Proposer(s) that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

1.14 Form of Contract

This RFP contemplates and is intended to provide Custodial and Maintenance Services under the form of Contract included in this RFP in **Attachment H**.

II. GENERAL PROVISIONS

2.1 Contract Duration and Characteristics

2.1.1 RFP: This is a Request for Proposal only. Proposals will be treated as offers to enter into the Contract with the School District. The award by the School District is subject to the execution of a formal written Contract to the satisfaction of the School District, which Contract shall incorporate this RFP and the successful Proposer's Proposal. The final Contract shall be subject to the review and approval by the School District's legal counsel. Notwithstanding the above, the School District shall have the right to make all final determinations regarding the final form of Contract. The Project shall commence July 1, 2018.

2.2 District-Contractor Communications

The Contractor shall designate a liaison to be available to communicate with the School District at all times.

2.3 Definitions of this RFP and Subsequent Contract:

" <u>Contract</u> "	"Contract" means the negotiated contract resulting in the School District's acceptance of the Contractor's Proposal, to the satisfaction of the School District, which incorporates this RFP and the Contractor's Proposal.
" <u>Contractor</u> "	"Contractor" shall mean the Firm(s) awarded a Contract to complete Project for the School District in accordance with this RFP and the successful Proposer's Proposal.
" <u>Project</u> "	"Project" means the project as described in this RFP.
" <u>Proposal</u> "	"Proposal" means a response to the RFP submitted by a Proposer.
" <u>Proposer</u> "	"Proposer" means any Firm submitting a Proposal to the School District by the specified due date in accordance with this RFP.

2.4 **General Conditions**

2.4.1 Within fifteen (15) days after receiving formal notification that the successful Contractor was awarded a Contract, the Contractor shall furnish the following to the School District:

2.4.1.1 Performance Bond: A Performance Bond in the full amount of the proposal, by a qualified surety **naming the School District as an Obligee**, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of Michigan and must be approved by the School District. All sureties providing bonds on this project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less principal, and by a surety that is licensed in the State of Michigan. The form AIA Document A312 (1984 Edition) must be used for this project. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Section, the Contractor must, as a precondition to continuing work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. New Performance Bonds must be submitted annually to the School District unless the School District, in writing to the Contractor, opts to waive this requirement in accordance with this paragraph. However, in the event that the School District deems the Contractor a limited risk, the School District may, in its sole and uncontrolled discretion, agree to not require the Contractor to provide the Performance Bond required hereunder. In that event, the School District shall receive a credit in each year where such bond is not required in the amount of the cost of said Performance Bond. The Proposer shall indicate in their Proposal the annual credit which the District would be entitled if the District chooses, in its sole and absolute discretion, to waive the requirement of a Performance Bond. The decision to require the Performance Bond rests in the sole and absolute discretion of each School District.

2.4.1.2 Insurance Certificates: An Insurance Certificate evidencing all insurance coverage required by Section 2.4.7 of this RFP.

2.4.1.3 Failure To Provide Bonds and Insurance: If the Contractor refuses or fails to submit the Performance Bond and/or Insurance Certificates within the 15-day period, the School Districts will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the work may be awarded to another Contractor who submitted a Proposal in response to this RFP.

2.4.2 Federal, State and Local Law Compliance, and School District Policies: The Contractor shall comply with any and all laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to completing the project anticipated in this RFP including, but not limited to, building permits, building codes, safety

regulations, licenses, etc. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to completing the project anticipated in this RFP. The Contractor shall in the performance of such work pursuant to this RFP, its Proposal and the Contract, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply.

- 2.4.3 Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.
- 2.4.4 Taxes:** Contractor is responsible for sales taxes and any other applicable taxes. related to the Custodial and Maintenance Services provided under the Contract.
- 2.4.5 Repairs to Property Damage:** Damage to any School District Facilities or properties caused by the Contractor, its agents or employees shall be repaired so that facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.
- 2.4.6 OSHA Compliance:** All services to be furnished by the Contractor, and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

2.4.7 Insurance Requirements: The Contractor shall maintain the following insurance in force at all times during the term of the Contract, with an "A" rated Best insurance carrier acceptable to the School District. The School District shall be named as additional insured for the minimum limits listed below.

<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	\$10,000,000 each occurrence
Limit Bodily Injury and/or Property Damage	\$10,000,000 aggregate
(e) Employer's Liability	\$500,000 each occurrence

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

- i) Contractual obligations.

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

These coverages 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 work under the Contract until the Contractor has obtained all insurances stated in these requirements, all insurances have been reviewed and approved by the School District and the Certificates of Insurance have been provided to the School District.

2.4.8 Indemnification:

2.4.8.1 Contractor shall indemnify, defend and hold harmless the School District, its Board and its Board Members in their official and individual capacities, its administrators, employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of work pursuant to the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, agents and subcontractors; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, agents, and sub-contractors; (iii) any violation of applicable state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to completing the project; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, agents, and sub-contractors under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Contract.

2.4.8.2 Throughout the Initial Term, or any Renewal Term of the 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 Facility in violation of any applicable law or regulation. Without limiting any other provisions of the RFP specifications or the Contract, Contractor shall indemnify, defend and hold harmless the School District 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 project completion in or about any School District Facility or property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this 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 the Contract.

2.4.9 Contract Assignment or Sub-Contract: The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Contractor without the prior written consent of the School District.

2.4.10 Independent Contractor: It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of its duties under the Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

2.4.11 Relationship Between Parties: Contractor is retained and engaged by the School District only for the purposes and to the extent set forth herein. Contractor shall not be considered an employee of the School District, nor is Contractor entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance, and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in the Contract shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of its work substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of the Contract on behalf of Contractor.

2.4.12 Force Majeure

In the event Contractor is unable to complete the project herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Contract.

The School District shall have the right to take over the Custodial and Maintenance Services if the Contractor is prevented from operating for the reasons described above, and may provide such Custodial and Maintenance Services with school employees or other persons, as each School District may deem appropriate until Contractor is able to resume its regular operations, and each School District shall receive a credit from Contractor for the days the Contractor failed to provide such Custodial and Maintenance Services on a pro-rata basis. A change in market conditions does not constitute force majeure.

Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Custodial and Maintenance Services. If the Contractor does not procure such replacement personnel, each School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate the Contract immediately.

2.5 Nondiscrimination

2.5.1 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.

2.6 Termination

2.6.1 Termination For Cause:

In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in the Contract, all requirements contained in the RFP and the Contractor's Proposal, whether it be performed by the Contractor, its agents or employee, each School District shall have the right to give written notice to Contractor of such failure. If such failure is not cured to each School District's satisfaction within ten (10) business days from the time of receipt of such notice each School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

2.6.2 Termination for Convenience:

Notwithstanding Section 2.6.1, the Contract may be terminated by each School District without cause upon six (6) months advance written notice to Contractor. If the Contract is

terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

III. PROJECT SPECIFICATIONS

The following information is a summary of the School District's current custodial service programs. As a starting point, Proposers are to base their cost projections on duplicating this service within the requirements of the RFP. Going forward, the awarded Contractor is expected to use their expertise to further optimize the current operations and improve services.

The following attachments are provided as exhibits to assist the Proposer in formulating their Proposal. **Unless specifically agreed to in writing, Proposer is expected to meet or exceed all duties outlined in Attachment D.**

Attachment A - Buildings

- Building Locations
- District Maps
- Building Layouts
- Building Square Footage
- Current and Projected Student Enrollment

Attachment B – Student Calendar and Before/After School Activities

Attachment C – School Bell Times

Attachment D - Required Duties

Attachment E – Proposal Pricing Form

Attachment F – Familial Disclosure Statement

Attachment G – Iran Economic Sanctions Act

Attachment H - Contract

IV. CONTRACTOR'S OBLIGATIONS

4.1 Proposer's Requirements

- 4.1.1** The Proposer's Firm must have been in business for at least the past five years.
- 4.1.2** The Proposer must demonstrate the ability to secure the necessary quantity(s) and quality of staffing to complete the project within the timeline provided for herein.
- 4.1.3** The Proposer must have the human and financial resources necessary to complete the project.

4.3 Familial Disclosure

All Proposals must be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the owner and/or any employee of the Proposer and any member of the School Districts' Boards of Education or the Superintendent of the School District. Any Proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by the School District. The Affidavit of Bidder Familial Relationship Form is attached to this RFP as **Attachment F.**

4.4 Iran Economic Sanctions Act

All Proposals must be accompanied by a sworn and notarized affidavit disclosing compliance with Iran Economic Sanctions Act. Any Proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by the School District. The Affidavit of Compliance – Iran Economic Sanctions Act Form is attached to this RFP as **Attachment G.**

4.5 Debarment

Submission of a signed Proposal in response to this RFP is certification that your Firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the School District will be notified of any change in this status.

6.1 Billing/Payments

6.2.1 Billing

Progress billings will be submitted as agreed upon by both parties prior to signing of the Contract.

Invoices must itemize charges for labor, equipment, if any, and supplies, if any, for each Facility.

Invoices shall be submitted to the School District as follows:

Richmond Community Schools
Accounts Payable
35276 Division,
Richmond, Michigan 48062

6.2.2 Payments

Payment will be made by the School District after Contractor's submittal of invoice. One check will be issued per month by the School District. Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. Disputes

regarding amounts contained in any invoice will be communicated to the 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 payment due date.

6.2.3 Additional Charges

Any work outside the scope of this RFP or the Contract must be approved in advance by the School District designee.

Invoices for additional work must include the date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized School District person who approved the work to be performed. They are to be sent directly to the established billing address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

6.5 School District's Designee

The School District's "designee" referred to throughout this RFP shall refer to the Superintendent or his/her designee. The School District's Superintendent is authorized to modify this designation at any time upon written notification to the Contractor.

VIII. PROPOSAL

8.1 Proposal Checklist:

Please attach copies of the following documents to your Proposal in addition to the Proposal Form, if applicable:

1. Letter of Introduction of Proposer
2. Proposer's Background, Qualifications and Organizational Chart
3. List of any and all Exceptions to Request for Proposal or Contract
4. Proposer's Bid Bond
6. Proposer's Insurance Certificate
7. List of Proposer's References
8. Proposer's Verification of Addenda to the Request for Proposal, if any
9. Proposer's Audited Financial Reports for most recent three (3) years
10. Proposer's Suggested Voluntary Alternates to the Request for Proposal, if any
11. Proposer's List of any and all Litigation or Regulatory Proceedings
12. Implementation Schedule
13. Affidavit of Proposer – Familial Relationship
14. Affidavit of Compliance – Iran Economic Sanctions Act

8.2 Proposal Form

Proposer (Company/Firm/Name): _____
Contact Name: _____
Title: _____
Address: _____
City/State: _____
Phone: _____
Alternate Phone: _____
Facsimile: _____
Electronic Mail Address: _____

The undersigned understands the School District reserves the right to accept or reject in whole or in part any and all Proposals and to waive informalities and irregularities therein.

If award is made to our Firm based upon our Proposal, we agree to enter into the form of Contract with the School District in strict accordance with this Request For Proposal and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and Conditions as set forth in this Request For Proposal, unless specifically enumerated as an exception.

I hereby certify that I am authorized to sign as a Representative for the Firm.
Name, title and signature of individual duly authorized to execute contracts:

Signature: _____

By: _____

Date: _____

Addenda Receipt Acknowledgement Form

The Proposer acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

8.3 Proposal Pricing Form

Refer to Attachment E for required pricing sheets.