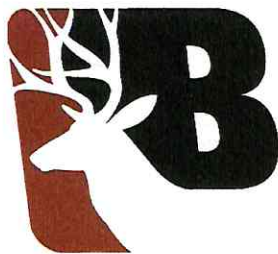


**Request for Proposals
For
Contracted Cleaning Services**



Buchanan Community Schools

Due Date: May 26, 2020

Time: 11:00 A.M.

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April 29, 2020

Dear Potential Bidder:

The District wishes to procure the best custodial services for our buildings, effective July 1, 2020. Your firm is invited to submit a proposal to provide contracted cleaning services.

With this letter, you will find a detailed set of bid specifications for this work. These specifications are probably longer than the specifications you or your colleagues typically receive. These specifications are unusually detailed for the following reasons:

- Detailed specifications more clearly define the expectations for the District and the Contractor and should reduce the probability of disputes.
- Detailed specifications should help minimize the imposition of additional (and surprise) costs.
- Detailed specifications help “level the playing field” for all bidders and by enabling the District to make a truer “apples to apples” comparison when evaluating the bids.

Exceptions to Bid Specifications

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the Bidder shall be enunciated by the Bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met.

Each bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder’s proposal. Any such exceptions must be noted within the bidder’s proposal.

Pre-bid Meeting

A pre-bid/tour meeting will be held for all potential bidders at 10:00 A.M. local time on Monday May 18, 2020 at the address below:

Buchanan Community Schools
Buchanan High School Board Room
401 W. Chicago Street
Buchanan, MI 49107

Attendance at the pre-bid meeting is optional, but strongly recommended. Please RSVP to tlowery@buchananschools.com so we can ensure social distancing requirements and abide by any

governors orders at the time. Attendance at this meeting will be one of the factors considered in the bid evaluation process. Attendance at this pre-bid meeting is strongly recommended for the following reasons:

- To help ensure that all bidders familiarize themselves with the facilities with tour given
- To explain portions of this RFP
- To answer bidders' questions posed before and during the pre-bid meeting
- To explain the bid forms

Penalties for Noncompliance Included

The attached request for proposals ("RFP") includes several penalties for noncompliance with the contract requirements. The imposition of financial penalties in a service contract is unusual for Buchanan Community Schools. These penalties are intended to provide reasonable additional contract compliance incentives for the to-be-selected contractor.

Responding to This RFP

A bid checklist is included in Appendix F. This check list, which is provided to help bidders ensure their response is complete, must be completed and submitted as part of the proposal.

Unique Opportunity Awaits

A few public schools have privatized their cleaning services in southwest Michigan. A cleaning company that sharpens its pencil, submits a very competitive proposal, and delivers service that exceeds expectations will earn a strong positive reference that can help sell the firm's services to the many other public schools in the area.

School budgets are tight, and they are likely to become tighter over the next several years. Contract cleaning firms have a window of opportunity to enter the market in southwestern Michigan.

Questions

If you have any questions about the bid specifications before the pre-bid meeting, please e-mail them to me at tlowery@buchananschools.com.

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

Sincerely yours,

Tricia R. Lowery
Executive Director of Business & Operations

Enclosures

Bid Specifications

For Contracted Cleaning Services

Purpose

The purpose of this Request for Proposals is to enter into a contract with a qualified contractor to provide cleaning services for the four Pre-Kindergarten-12th grade schools of Buchanan Community Schools in Buchanan, Michigan.

Introduction

This Request for Proposals (RFP) includes the bid specifications for contracted cleaning services. This RFP includes the instructions for submitting proposals and the criteria by which a bidder may be selected.

The bid specifications shall serve as the contractual terms by which the District intends to govern the relationship between itself and the selected contractor.

Definition of Parties:

- Buchanan Community Schools will hereinafter be referred to as the "District".
- Respondents to the RFP shall be referred to as "Bidder(s)."
- The Bidder to whom the contract is awarded shall be referred to as the "Contractor".
- The District's designee referred to throughout this RFP shall refer to the Executive Director of Business Operations. The District's Superintendent is authorized to modify this designation.

Scope:

The Contractor shall provide all labor necessary to clean all designated schools/buildings listed in this RFP. The base bid will include labor, basic cleaning tools and all equipment. Required alternates will be listed in **Appendix A**.

The service shall comply with all applicable MIOSHA and EPA standards for cleaning a public facility.

Cleaning services to be performed according to the *Cleaning Frequency Requirements* in **Appendix B**.

Bid Specifications (continued)

Bid Timeline

The District reserves the right to modify any part of this timeline.

The District reserves the right to determine the requirements and specifications comprising this RFP. Vendor feedback is requested to help ensure that this RFP is as clear as possible to all potential bidders.

Pre-bid meeting and tour

Monday, May 18 at 10:00 A.M.

Deadline for questions on RFP

Friday, May 22, before 11:00 A.M. (to allow time to issue any last-minute addenda and still provide bidders with time to factor any new information into their proposals)

***Proposals are due
and will be opened in public***

Tuesday, May 26 at 1:00 P.M.

Submit bid results to Board

June 2, 2020

Background Information on the District

Building Sizes

The approximate square footage data for the District's buildings is provided in the table below. This is not the amount of space to be cleaned. It is the Contractor's responsibility to determine the minimum number of employees to fulfill all the requirements of these specifications in order to fulfill the cleaning frequencies specified in **Appendix B**.

	Approx. Square Footage	Approx. Students*
Ottawa Elementary School	33,800	261
Moccasin Elementary School	35,600	340
Buchanan Middle School	75,400	341
Buchanan High School	160,000	562
Totals	304,800	1,504

*Student data was as of February 2020

Floor Plans

Please see **Appendix C**.

Bid Specifications (continued)

Questions on Bid Specifications

Questions about the bid specifications should be addressed to:

Tricia Lowery
Executive Director of Business & Operations
Buchanan Community Schools
401 W. Chicago Street
Buchanan, MI 49107
Telephone: (269) 695-8400
Fax: (269) 695-8411
E-mail: tlowery@buchananschools.com

All questions on this RFP must be submitted before 11:00 A.M., on May 22, 2020.

Special Needs

Buchanan High School has the following special needs:

One auditorium with balcony/ approximately 420 seats / stage
Two gymnasiums with locker rooms upstairs and downstairs; also a weight room
Outdoor football stadium with restrooms / bleachers / press box / concession stands
Transportation Center/Auto Shop/Cisco Computer Lab
Warehouse/Art Center
Robotics
Elevator
Band Rooms
Superintendent and Business Offices / Board Room

Buchanan Middle School has the following special needs:

One gymnasium with locker rooms
Band rooms

Moccasin Elementary School has the following special need:

Gymnasium

Ottawa Elementary School has the following special need:

Gymnasium

Bid Preparation, Submission, Award, Etc.

Addenda

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

Responses to inquiries received after the pre-bid meeting, if they change or clarify the RFP in a substantial manner, will be made by written addenda. Addenda will be e-mailed or faxed to all bidders (1) who registered for the pre-bid meeting or (2) are otherwise known by the District to have received a set of these bid specifications.

Before submitting its bid, each bidder shall determine that they have received all addenda issued.

The District will not be bound by oral responses to inquiries or written responses other than addenda.

Bid Award Criteria

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

1. Ability to meet state/federal wage and safety guidelines
2. Experience and past performance – Presented documentation of building cleaning experience including at least five (5) years of experience of cleaning of a minimum of 250,000 square feet of facilities per day
3. Experience providing cleaning service in public and/or private school environments
4. Experience working with school events during cleaning periods
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. Bidder's attendance at pre-bid meeting
8. Cost control – Previous record of meeting budgets and the proposed plan for controlling costs on the project
9. Full and proper completion of the bid forms
10. Guarantees – Any cost savings guarantees provided for by the proposal.
11. Hazard Communication Program – Documentation of a Hazard Communication Program (HCP) that includes the following:
 - Blood-borne Pathogen Training Program
 - Employee Training Program
 - Personal Protection Equipment
 - Right-to-Know (and Safety Data Sheets)
 - Written Safety Program
12. Quantity and nature of exceptions to the bid specifications
13. Submission of required alternates

Bid Preparation, Submission, Award, Etc. (continued)

14. Training program – The education and training programs to be provided to staff
15. Work history/performance as reported by references (names and telephone numbers of principal parties)
16. Fingerprinting and background checks on all staff working in the buildings and approved by Superintendent and/or District's designee
17. Supplemental relevant information submitted by the bidder
18. Any comments from the bidder regarding information submitted as part of this bidding information
19. Implementation Schedule
20. Familial Disclosure Statement & Iran Economic Sanctions Act Certification
21. Any other information the District's proposal review team determines to be pertinent

A District committee will review and rate each bidder's bid using the criteria listed above. The rating system may include a personal interview with the contract company principal(s).

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

Bid Duration

All proposals must be irrevocable for ninety (90) calendar days after the time and date of the bid opening.

Bid Errors/Omissions/Discrepancies

If there is a discrepancy between the unit price bid and the extension, the unit price shall govern.

Bidder shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Bid Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

The District does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of specifications/contract documents.

Bid Submission

One signed original and one copy of the proposal must be submitted to the address specified at the beginning of this RFP.

Bid Preparation, Submission, Award, Etc. (continued)

Proposals must be submitted in a sealed envelope labeled “**Cleaning Service Bid**” by the time and date due. *To ensure confidentiality of proposals, faxed or e-mailed proposals will **not** be accepted.*

Proposals will be date stamped/signed in the Business Office in order to be considered. Normal business hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. Proposals received after the due date will be returned unopened.

Bidders assume the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having the bid deposited on time at the place specified. Bidders are strongly encouraged to submit proposals before the due date to avoid the possibility of missing the due date because of unforeseen circumstances.

Postmarking by the due date will **not** substitute for receipt of the proposal. If the District is closed due to unforeseen circumstances on the day that a proposal is due, proposals will be due on the next day that the District is open.

Additional time will not be granted to any single vendor; however, additional time may be granted to all vendors when the District determines that circumstances warrant it (e.g., an “act of God”).

Bidders may withdraw their bids, if they desire, any time before the bid deadline.

Bidder Requirements

The bidder or franchise company must have been in business for at least the past five years. The bidder must have sufficient experience of cleaning at least 250,000 square feet daily and provide satisfactory evidence that it can perform the services specified in this RFP.

The bidder must have the human and financial resources necessary to perform this work.

Confidentiality of Bids/Proposals

The information contained in proposals submitted for the District's consideration will be held in confidence until the public bid opening. At that time, the bids will be opened in public and the prices will be read aloud. At that time, the Freedom of Information Act requires that any bid responses be made available to the public.

Conflict of Interest/Familial Statement

Bidders shall provide a Familial Relationship Disclosure Statement (**Appendix H**) to disclose of all existing client relationships that currently or prospectively may rise to conflicts of interest and/or disqualification as governed by the codes of rules of professional responsibility and conduct.

Bid Preparation, Submission, Award, Etc. (continued)

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 an agreement that the District will be notified of any change in this status.

Exceptions to Bid Specifications

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

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood.

Implementation Schedule

The Contractor shall include an implementation schedule with bid proposal submittal.

Performance Bond

The Contractor awarded the bid may be required to furnish the Owner with a satisfactory performance bond. The cost for this bond shall be included as an "required alternate". This bond must be issued by a quality surety licensed to do business in the state of Michigan, and the cost shall be included in the required alternate.

The bidder shall deliver the required performance bond to the District's designee within 10 days after award of this contract.

The proposed bonding company of the bidder shall be acceptable to the District. The District shall be listed as an obligee on the bond.

Verbal Representations

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

Contract Section

Contract Administration

The Superintendent and/or District's designee shall be the District's authorized representative in all matters pertaining to the administration of this contract.

Contract Documents

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

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

Contract Term

It is the intent of the District to award a contract to a single contractor for the cleaning of all buildings. The contract is expected to commence July 1, 2020 for a period of two (2) years with a two-year price guarantee. With written mutual agreement of the parties, this contract may be extended up to three (3) additional one-year periods. Nothing requires the District to agree to extend the cleaning services contract beyond the initial two-year term.

If the District seeks to have the contract extended beyond the initial two-year term, the Contractor must provide the upcoming fiscal year's fee schedule at least 90 days before the contract anniversary date.

If conditions warrant, and if mutually agreeable between the District and the Contractor, this contract may be temporarily extended for an additional 90 days in order to provide cleaning services to the building(s) until a new contract is awarded.

Contract Termination

For Breach

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

For Other Reasons

Either party may terminate the contract for with or without cause by giving written notice by certified mail to the other party at least 120 days before the date of termination.

Contract Section (continued)

Contract Validity

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

Entire Agreement

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

Governing Law

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

The jurisdiction and venue for any suit brought against this agreement shall be in Berrien County.

Litigation

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

Subcontracting and Assignment

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

Absenteeism

Employee absenteeism can significantly and adversely affect the quality of services received by the District. The Contractor must maintain a pool of trained and qualified substitutes, available at short notice, to ensure that the District is adequately staffed in the event of illness or injury and receives its full range of services each operational day.

The District may audit payroll records and/or time cards of the Contractor and its employees at each month end.

Employee Expectations

All employees are to present themselves in an appropriate manner and attire consistent with the District's Board policies and the District's administrative guidelines. Any employee whose moral conduct, behavior, health habits or appearance are unsatisfactory will be brought to the Contractor's attention for appropriate action, up to and including discharge.

All of the Contractor's employees assigned to the District must meet the requirements shown below.

They must be...

- at least 18 years of age.
- able to read, write, and speak English fluently, and to use courteous language.
- able to inspect, see, and report custodial and maintenance needs.
- able to interact positively and appropriately with students, school employees, and the public.
- able to productively work with minimal supervision.
- able to handle special duties or situations as they arise.
- able to lift at least fifty (50) pounds.
- competent persons who are well trained in the area of work assigned.
- cooperative with District staff and with other contractors' employees.
- sober when arriving for and while on duty. Consuming alcoholic beverages, illegal use of drugs or other substances which may alter the ability to perform work in a safe and orderly manner while on duty by the Contractor's employees shall constitute grounds for termination of employee.
- punctual.
- well groomed and in uniform at all times that has been approved by District.

All of the Contractor's employees shall "sign" in at the beginning of their shift and "sign" out at the end of their shift each day in a designated location on a district provided log sheet. This is in addition to any log in and log out procedure set forth by Contractor. This requirement is to enable District staff to determine which of the Contractor's staff is in each building at any given time. This requirement shall not apply to the contract manager/supervisor who is performing inspections.

Human Resources/Personnel (continued)

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

- Allow custodial closets to stand open and unattended.
- Congregate or have food/drink in unauthorized areas.
- Disturb papers on desks, open drawers or cabinets, use telephones or computers or tamper with personal property owned by Buchanan Community Schools or its employees.
- Leave custodial products and/or equipment unattended.
- Leave custodial carts unattended in corridors for more than a few minutes. (for safety, security, and aesthetic reasons)
- Leave lights on or doors open in unattended sections.
- Play radios, or other similar devices, at a volume that is audible in other areas of the building.
- Use of personal cell phone, watching TV/Videos and all other electronic devices
- Use any District equipment. (i.e.: computers, TV's, tablets)
- Use of tobacco, electronic smoking device and/or consume alcohol or illegal controlled substances on District's properties.

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

Employee Pay Rates

Bidders should quote based on employees making \$13.50 per hour as well as \$14.00 per hour.

Employee Selection

All contract personnel will be required to have a criminal background check, drug testing, and police fingerprinting prior to working on site. The District's designee will be the final authority for all employee placements in the District.

The District reserves the right to interview all custodians before placement in our schools.

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

- Employee background checks
- Drug testing
- FBI and State Police record checks by fingerprinting – Any felony, larceny, or misdemeanor assault convictions may disqualify personnel from placement in District. Before any Contractor employees with any of these convictions are placed in the District, the Contractor must obtain written permission from the District's designee.

- Reference check

Human Resources/Personnel (continued)

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

To enable the District to maintain a duplicate personnel file for the Contractor's employees placed in Buchanan Community Schools, the Contractor will provide copies of the following documents to the District's designee:

- Application
- Drug screening results
- Results of background checks
- FBI and state police record checks from fingerprinting

Employee Placement

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

The District will be given at least a 48-hour notification of new employees before their placement in any District building. This notification shall include the name, current address and former employer information of the proposed employee. The District reserves the right to perform independent background checks on all of the Contractor's employees consistent with applicable laws.

The District reserves the right to request or require the re-assignment or removal of any of the Contractor's employees assigned to the District. The District agrees to provide the reason for any such requests.

Equal Opportunity Employer Requirements

The Contractor must comply with all applicable federal and/or state Equal Opportunity Employer requirements in providing employment and promotion opportunities and not discriminate on the basis of race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

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

Human Resources/Personnel (continued)

Key Personnel

The Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under this contract. Résumé(s) for the project manager(s)/supervisor(s) must be provided within 21 calendar days upon contract signing. All key personnel assigned by the Contractor are subject to concurrence of the District's Operations Supervisor at all times.

If one of the Contractor's key persons is unavailable for work under this contract for any substantial period of time (i.e., over one week), the Contractor shall immediately notify the Administration, and shall inform the District as to why the personnel is unavailable and what action the Contractor intends to do to rectify the situation.

Once assigned to work under this contract, the Contractor shall not remove or replace key personnel without written concurrence of the District's Operations Supervisor.

Sexual Harassment

The District is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The District has a legal and ethical responsibility to ensure that all students and staff can learn and work in an environment free of sexual harassment. Consistent with state and federal laws, this right to freedom from sexual harassment has been defined in District policy by the Board of Education. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the District's designee.

Use of Tobacco, Electronic Smoking Device, Illegal Controlled Substances, and/or Alcohol

The District prohibits the use of tobacco, electronic smoking device, illegal controlled substances and/or alcohol in school buildings or on school grounds. This prohibition applies to all contractors and workers on school grounds. The Contractor shall be responsible for the implementation and enforcement of this requirement.

Staff Outplacement

The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, poor appearance, and/or behavior. If the District's designee notifies the Contractor in writing that any of the Contractor's employees assigned to Buchanan Community Schools is incompetent, disorderly, or otherwise unsatisfactory, the Contractor will remove such employee and will not again assign that employee to work in Buchanan Community Schools without the written consent of the District's designee.

Human Resources/Personnel (continued)

Staffing Requirements

General Information

The Contractor shall perform the services set forth in this contract at time periods as approved by the District's designee. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.

The Contractor shall provide to District a list of standard break and lunch times for each employee on a yearly basis or if permanent changes occur during the year.

The Contractor shall provide a cleaning checklist of expectations according to this agreement that pertains to each particular area every employee is assigned to.

Two Schedules

The District has two custodial work schedules, one for during-school periods, and one for break periods (i.e., winter break, spring break, and summer break). The "during-school" work schedule will be 6:30 A.M. to 3:00 P.M., 2:30 P.M. to 11:00 P.M., and 10:00 P.M. to 6:30 A.M. schedule. During break periods, the District's designee may permit the Contractor's employees to work during the 6:00 A.M. to 2:30 P.M. time window unless needed with an evening activity.

Alternate Staffing Levels

Detailed cleaning frequency requirements are included in **Appendix B**. Bidders are required to quote and provide their staffing levels within the schedules listed above.

Regardless of the staffing levels submitted in the bid or the schedule of work hours specified above, it is the Contractor's responsibility to maintain the standard of cleanliness specified in the contract. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the minimum requirements are met and that each building is effectively cleaned on a daily basis.

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the District.

As one of the required alternates (as detailed in **Appendix A**) bidders will also be requested to include pricing if staffing is increased or decreased by four hours or eight hours per day (one-half and one full-time position respectively).

Extra Curricular, Sports, and Facility Rental Activity Summary (not including weekends)

The Contractor will be responsible for furniture setup and take-down, bleacher cleaning, and unlocking/locking of doors (when appropriate) for extra curricular activity needs, sporting events, or rental agreements that occur at school sites, in addition to the *Cleaning Frequency Requirements* schedule. At the High School, these events are numerous and occur after school hours.

Human Resources/Personnel (continued)

Elementary events occur, on average, approximately 1-2 days per week during Fall and Winter. High School events occur, on average, approximately 3-5 days per week through the school calendar (40 weeks from September through June) generally between 3:00 - 10:30 P.M. It is not uncommon for multiple events to be occurring at the site on a given day.

Saturday/Sunday Extra Curricular, Sports, and Facility Rental Activities

Scheduled use of the buildings on the weekend may occur. The Contractor will be responsible to open and prepare the building for scheduled use on a Saturday or Sunday. The District will provide a 7 day advance notice for activities that fall on a weekend. These scheduled events may be related to District rental agreements or administrative and staff needs. Hours of service for weekend events would be *invoiced separately* from the monthly contract fee and will be mutually agreed upon prior to the event.

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

Weekend Activities

The Contractor agrees to provide additional custodial services on an as needed basis determined by the District's designee on weekends. Weekend work will be frequently requested at the High School, much less frequently at Buchanan Middle School, and rarely at Ottawa and Moccasin Elementary Schools.

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

1. In the Elementary and Middle schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 9:00 P.M.
2. In the High School, any space used for an after school activity, shall be cleaned after the end of that activity provided it ends by 10:30 P.M.
3. Spaces that are to be used for after-school activities are cleaned and set-up at the scheduled times, and efforts are made to ensure that the routine cleaning of the remainder of the building does not interfere with the scheduled activity.

The Contractor will make every effort to provide clean buildings for each school day to begin.

The hourly rate for this service will be requested on the bid form. The Contractor will be reimbursed for this work.

Schedule Changes

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

Human Resources/Personnel (continued)

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

Summer Cleaning

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

Substitute Scheduling

The Contractor will employ, train, provide checklist expectations, and supervise all substitute custodians for this contract.

Supervision

The Contractor shall provide competent and sufficient supervision as necessary to satisfy the specifications and requirements and of this contract.

The Contractor shall provide the District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times. In addition, the Contractor will provide the contract manager and/or supervisor assigned to the District with a cell phone and/or pager. The contract manager and/or supervisor will be required to answer each call from the District's Superintendent and the District's designee within 1 hour of the time the call is placed.

The supervisor(s)

- must be able to communicate in English,
- can be a working supervisor,
- must be authorized by the Contractor to act as the Contractor's agent in all communications with the District's designee, must have at least three (3) years of experience supervising cleaning staff
- is to have full authority from the Contractor to schedule working hours, custodian's assignments, and cleaning procedures,
- shall cooperate fully with District administrators, and
- shall be available for inspection of the buildings at times other than during working hours when requested.

Human Resources/Personnel (continued)

Training Requirements

The District maintains that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective custodial services. The Contractor is to have, in-place, an on-going, effective and documented training program that consists of two parts, each of which contains, at a minimum:

1. Orientation program before placement in Buchanan Community Schools:

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 Safety Data Sheets)
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 District's designee within 30 days after the hire date of the employee.

2. Ongoing training program after placement in Buchanan Community Schools:

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

ADA	Handbook Review
Asbestos Floor Tile Care	Hazardous Substances
Auto Scrubbing	Infection Control
Basic Restroom Cleaning	Job Preparation and Clean Up
Benefits Review	Ladder Safety
Blood-borne Pathogens	Lifting Techniques
Carpet Extraction	Lock-out/Tag-out Procedures
Carpet Spot Removal	Office Cleaning
Carpet Vacuuming	Personal Grooming
Ceiling/Wall Washing	Restroom Cleaning
Chemical Safety	Right to Know
Cleaning Standards	Safety
Confined Spaces	SDS
Daily Restroom Cleaning	Sexual Harassment
Damp/Wet Mopping	Slips/Trips/Falls
Dust Mopping	Spray Buffing
Equipment Checks	Spray Cleaning Hard Surfaces
Equipment Usage including Districts	Stripping/Refinishing Floors
Ergonomics	Team Building
Fabric/Upholstery Cleaning	Window Blind Cleaning
Furniture Cleaning	Window Washing

Human Resources/Personnel (continued)

Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its personnel at least every other year.

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

Uniforms and Identification

The Contractor will provide, and all of the Contractor's employees are required to wear uniforms approved by the District on all work days. All uniform tops must clearly exhibit the Contractor's name and be identical. Uniforms will be provided by the Contractor and must be worn by all regular and substitute employees while working in the District's schools and on the District's grounds. The District is also willing to provide the district logo for printing on the uniform.

General Provisions

Alarm Codes

The District shall provide the Contractor with alarm codes for each appropriate school. A set of security codes for all buildings with alarm systems shall be issued to the Contract Manager. Alarm codes must not be traded between or shared among employees without permission from the District's designee.

Billing/Payments

Billing

Regular cleaning services are to be billed in twelve (12) equal monthly payments.

Invoices shall be submitted to Buchanan Community Schools' e-mail:
accountspayable@buchananschools.com

Payments

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

Additional Charges

Any work outside the scope of these specifications must be approved and assigned *in advance* by the District's designee.

Invoices for additional work must include the date and times of the work, the name of the building, the type of the work performed, the number of hours worked, and the name of the person who authorized the work. They are to be sent in duplicate directly to the District's designee for processing and are not to be included on the regular monthly invoice.

Building Opening and Closing

Exterior doors are to be unlocked and/or locked at the times specified by the District's designee or by the building administrators (principals).

The Contractor is responsible for the security of the building during the cleaning operation. The Contractor shall secure the building at the end of each shift (secure all doors, turn off all but designated lights, and close all windows).

Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be relocked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use.

If the Contractor fails to properly secure any building, a non-compliance penalty as provided in the "Deductions and Penalties" section of this RFP shall be applied and shall be deducted from the next month's payment.

General Provisions (continued)

Cleaning Standards

Bleach Prohibition

The Contractor may not use bleach for any cleaning without written permission from the District's designee.

Carpeted Floor Surfaces

Surfaces, including corners, edges, baseboards, under desks/chairs, shall be free of dust, dirt, debris, spillage, chewing gum, tape and maintained as stated in the *Cleaning Frequency Requirements*.

Hard Floor Surfaces

Surfaces, including edges, baseboards, and corners, shall be free of dust, dirt, debris, spillage, chewing gum and wax build-up and have a maintained protective finish as stated in the *Cleaning Frequency Requirements*.

All hard surface floors (tile, terrazzo, etc.) shall be stripped and/or buffed and/or refinished each summer at least two weeks before the start of each school year. (The *Cleaning Frequency Requirements* may require some floors to be stripped and refinished more than once per year.) **Prior to resurfacing any hard floor surfaces, the Contractor shall confer with District's designee to ensure the proper products, technique and machinery are adhered to and used.**

Horizontal/Vertical Surfaces

All surfaces, including, but not limited to blinds, walls, windows, doors, mirrors, chalkboards, desk tops, chairs, tables, window sills, shall be free of spillage, fingerprints, dust, body oils, streaks, smears, graffiti, heel marks, and cobwebs.

Restrooms

Mirrors and fixtures shall be free of water spots, fingerprints, streaks and smears. Sinks, urinals and commodes shall be sanitized, free of spots, stains, dirt, dust, inside and out, underneath and top and sides. Paper, soap and sanitary napkin dispensers shall be fully stocked and free of dust, fingerprints, dirt, body oils, etc. Trash and sanitary napkins receptacles shall be free of debris and have clean liners. All tasks according to the frequency shown on the *Cleaning Frequency Requirements* schedule.

A disinfectant/germicidal detergent shall be used for all surface cleaning in the restrooms.

A log shall be posted and maintained in each restroom by Contractor of date, time, and cleaning employee.

Trash Receptacles

Interior/Exterior trash receptacles shall be free of debris and spillage, and be equipped with clean liners. Liners shall be replaced when dirty or according to the frequency shown on the *Cleaning Frequency Requirements* schedule.

General Provisions (continued)

Communication

Communication Log

A daily log will be maintained at each school office where authorized staff may enter suggestions or complaints on areas of cleaning service. The Contractor will write the corrective action taken and sign the log book daily.

Communication with Principals/Building Representative

To ensure customer satisfaction, the Contractor's employees will be required to maintain regular, open communication with the Principals and/or Building Representative.

Contractor Protection Clause

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

Emergency Contacts

The Contractor will be responsible to provide the District's designee with an emergency contact person and telephone number for each set of building workers.

If the need arises for the District's designee to contact one of the Contractor's employees, there must also be a system in place to accomplish this task: cell phone system, a radio system, email system, or other acceptable communication system to be in place to contact contract personnel at all buildings. Therefore, the District will require a sign in log with contract information.

Emergency Service

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

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

Energy Conservation

Every effort shall be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating.

General Provisions (continued)

Equipment and Tools

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

Tools/Equipment

The Contractor will provide all basic cleaning tools including (but not limited to) the following at each school:

- All surface cleaner/sprayer
- Auto scrubbers
- Back pack vacuums
- Brooms
- Custodial Carts
- Dry mops
- Dusters
- Dustpans
- Flashlights and batteries
- Microfiber cloths
- Mop buckets and wringers
- Mop heads/handles
- Snow shovels
- Squeegees
- Street (push type) brooms, at least 24" wide
- Trash Hoppers
- Vacuums
- Wet mops
- And other tools necessary to perform the services specified in this contract

Maintaining cleaning equipment and some snow removal equipment will be the responsibility of the Contractor. This includes shovels. It does not include snow blowers, snowplows or salt distributing equipment. Cleaning equipment shall be new at the beginning of the contract and will become the property of the District at the end of the contract period.

The Contractor may use electric, natural gas, or propane-burning cleaning equipment upon prior approval is obtained from District's designee.

The District will provide a reasonable amount of equipment storage space in each school.

Government Regulations

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

- Asbestos Hazard Emergency Response (AHERA) regulations
- All other applicable federal and state laws, codes, and regulations
- Buchanan Community Schools Board policies and administrative guidelines.

Hazardous Substances

The Contractor will ensure that any substances defined as hazardous by state or federal law will be properly labeled, delivered, used, or disposed of in a way that does not violate state or federal laws.

General Provisions (continued)

Holidays

The District is closed on, and the Contractor is not required to provide cleaning or other services on the holidays listed below; however, work crews are to be scheduled in such a way as to ensure that all buildings are clean and ready to open the next business day:

New Years Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Friday before Labor Day	Christmas Day
Labor Day	New Year's Eve Day

The District reserves the right to request some work on any or all of these holidays. If such work is requested by the District's designee and Contractor accepts, the Contractor may bill the District for this work at the hourly rate quoted on the bid form.

Other Breaks

Christmas, Spring, and Summer Breaks

The Contractor will be required to provide custodial services in all schools over these breaks to accomplish those cleaning tasks that cannot feasibly be performed while students and staff members are in the buildings (hallway refinishing, carpet extraction, minor painting, showcase cleaning etc.).

Indemnification Requirements

The Contractor agrees to indemnify and hold harmless and defend District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors, and agents from and against any and all claims, costs, expenses, damages, and liabilities including reasonable attorney's fees, arising out of the (1) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees; (2) any breach of the terms of this Agreement by Contractor; or (3) any breach of any representation or warranty by Contractor under this Agreement.

The District agrees to notify Contractor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. The Contractor agrees to accept full responsibility for any and all damages, including damage to the District's property and/or to other persons as a result of their operations thereon. The Contractor further agrees to promptly repair any such damage in accordance with the District's instructions.

General Provisions (continued)

Independent Contractor

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

The Contractor shall be wholly responsible for paying all of its own taxes including federal and state income taxes, FICA, FUTA, workers' compensation, unemployment, Affordable Care Act, and single business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall defend, indemnify and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest or penalties relating to the Contractor or his/her employees or agents, if any.

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

The Contractor shall not be entitled to participate in any of the District's retirement programs or fringe benefits and, unless otherwise agreed to in writing by the District's designee, the Contractor shall be required to pay for his/her own professional dues, seminars, convention costs, and any other business related expenses.

Whether the Contractor is a corporation, partnership, another legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others.

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

Insurance Requirements

Bidders must provide a certificate of insurance from an insurance company acceptable to the District in the bid proposal. Within five calendar days after receiving notification from the District that it is the finalist in the selection process, the Contractor must provide certificates of insurance naming the District as an additional insured with the coverage types and minimum limits specified later in this section.

General Provisions (continued)

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

Minimum Required Insurance Limits

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

To include both of the following:

Care, Custody & Control Coverage - This important form of protection is excluded from most standard General Liability policies.

Extended Property Damage - This coverage redefines property damage to include theft and mysterious disappearance for which the Contractor is legally liable; i.e., the Contractor's employees throw out important papers or neglect to lock the premises after they have completed their day/night work, etc.

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

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

General Provisions (continued)

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

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

	<u>Minimum Limits</u>
Coverage A	Statutory
Coverage B as follows:	
Each Accident	500,000
Disease - Policy Limit	1,000,000
Disease - Each Employee	500,000

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

Keys / Swipe Cards

Keys / swipe cards to the buildings will be supplied by the District. All keys / swipe cards will be issued to, and must be signed out by, the Contract supervisor and District's designee.

Initial Furnishing of Keys / Swipe Cards

The District will provide the contract supervisor with appropriate keys / swipe cards for all contract employees after receipt of employee list is supplied by the Contractor. Swipe cards are to remain with contract employee. Key boxes with pass codes are supplied at all buildings where keys are to remain before and after shifts; no district keys should ever leave the district's job sites.

Copying of Keys / Swipe Cards

At no time shall copies be made of any keys / swipe cards issued. If additional copies are needed, the Contractor must request keys / swipe cards from the District's Operations Supervisor.

Key / Swipe Card Inventory

The District reserves the right to inventory the Contractor's keys / swipe cards at any time.

General Provisions (continued)

Lost Keys / Swipe Cards

All lost building keys / swipe cards assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys / swipe cards), must be reported to the District's designee within 24 hours of discovery of the loss.

Key / Swipe Card Replacement

There will be a \$25.00 charge for the replacement of any lost or stolen key / swipe card.

Re-keying of Locks

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

Security of Keys / Swipe Cards

The Contractor is prohibited from lending District building keys / swipe cards to anyone other than Buchanan Community School administrators. The Contractor and its employees are also prohibited from leaving key rings / swipe cards in janitor closets or from lying on custodial carts, or otherwise out of their possession. Each instance of District-observed noncompliance will result in non-compliance penalty of \$25.

Termination of Employee or Contract

Keys / swipe cards shall be returned at the termination of an employee. All Keys / swipe cards must be returned at the end of the contract period.

Trading of Keys / Swipe Cards

Keys / swipe cards shall not be traded between employees nor forwarded to new employees; instead, the keys / swipe cards must be returned to the District to be re-issued.

Licenses and Permits

The contractor shall obtain, at its own expense, any necessary licenses and permits to provide the services specified in this contract.

Maintenance Work

Custodians will be required to occasionally perform minor maintenance tasks, as needed. These tasks can typically be performed with a hammer, screwdriver, small drill, pliers, or adjustable wrench, which the District will provide. Some sample tasks include the following:

- Hanging a pencil sharpener on the wall
- Hanging pictures
- Installing legs on a table
- Other occasional furniture assembly
- Replacing light bulbs

General Provisions (continued)

- Replacing floor glides on student desks
- Movement of furniture
- Cleaning or replacing ceiling vents and/or tiles
- Replacing/cleaning light covers

Manufacturers' Recommendations

The Contractor shall ensure that all applicable equipment manufacturers' recommendations on cleaning are followed. Some examples include wood floor care in gyms, new furniture cleaning, drinking fountains, etc.

Prices

The base prices proposed by the Contractor shall include all charges including all labor, insurance, tools, taxes, overhead, profit, and other applicable costs, except for those specified as alternates.

Charges not specified in the proposal but included on invoices will not be paid.

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

Price Increases

The prices proposed by the Contractor shall remain the same for the first two years of the contract. If the contract is extended beyond two years, the Contractor agrees not to increase labor, supply, or equipment at a rate that is higher than the change in the Consumers Price Index.

The District will not consider any other price increases during the term of the contract (including extensions), unless one or more of the following occur:

- The District requests a change in the scope of the project, the cost of which exceeds five percent (5%) of the total contract price
- The District increases the size of its facilities to be cleaned by the Contractor by more than 3,000 square feet district-wide. If the cleanable area increases by this amount or more, the cost to provide cleaning services beyond this minimum additional scope will be negotiated.
- When the District significantly increases the cleaning frequency requirements
- If a federally mandated minimum wage increase is enacted during the term of this contract, the Contractor will have the option to negotiate the amount necessary to cover the increased payroll costs. Requested increases must be justified by providing a copy of the payroll identifying the employees who are below the new minimum wage standards.

The contractor shall notify the District in writing at least 60 calendar days before any price increase is to be effective.

General Provisions (continued)

Price Reductions

If the District reduces the scope of the work by more than 3,000 square feet district-wide during the contract period, the contract price shall be reduced proportionally.

Property Damage

The Contractor shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment, and/or contents caused by the Contractor's employees. The Contractor shall report, in writing, any damage that occurs as a result of this contract. In addition, the Contractor shall report, in writing, any items *that they did not damage* but that require maintenance or repair.

Property Protection

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

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

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

Quality Control/Inspections

Contract supervisors or company operations personnel will perform inspections of each building (1) to ensure tasks are completed according to the *Cleaning Frequency Requirements*, (2) to ensure that the quality of work is satisfactory, and (3) to ensure the Contractor's compliance with all terms of the contract.

These inspections conducted by the contract supervisor(s) will be conducted at least once per week for each of the buildings. In addition, an inspection of all buildings will be conducted 2-4 weeks prior to each school year. This requirement is not intended to limit the Contractor's responsibility to inspect or control his own work, nor does it limit the District's right to inspect any building at any time.

General Provisions (continued)

Separate inspections are required to be conducted with the District's designee and/or the building principals on a monthly basis. The contract supervisor(s) will use pre-printed forms mutually agreed upon between the District and the Contractor. Upon completion of each inspection, the Contractor will provide a copy of the inspection form to the District administrator(s) present during the inspection before leaving the building.

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

Additional inspections may be requested at the discretion of the District's designee. Prior notification of inspections may or may not be furnished to the Contractor.

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

Record Keeping Requirements

MIOSHA

Before bringing any new chemicals onsite, the Contractor must provide one copy of the Safety Data Sheets (SDS) to the District's designee.

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

Procedures

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

1. Contractor's standard policies and procedures
2. Daily routines or schedules for custodians assigned to the building
3. Emergency and safety procedures
4. List of equipment maintained in the building.
5. Maintenance and use manuals for all custodian equipment in the building

6. List of all custodians assigned to each school (for contact purposes)
7. Standard cleaning procedures
8. Employee cleaning checklist

General Provisions (continued)

Other

The Contractor shall report, in writing, any damage that occurs as a result of one or more of the Contractor's employees.

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

The Contractor's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

Safety

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know. The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees are performing the service for Buchanan Community Schools. The Contractor and Owner shall have a procedure in place for injured employees.

The 2020-2021 calendar has been established but the 2021-2022 school calendar has not yet been established. To help companies respond to this RFP, a copy of the District's 2020-2021 school calendar is included in **Appendix D**.

School Closings

Custodians may be requested to work on "snow days" unless mutually agreed upon between District's designee and Contractor. In addition to snow removal in the building entrances, they will be required to perform select other tasks listed on the *Cleaning Frequency Requirements*. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00 A.M. instead of their afternoon start time.

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

Seasonal Grounds Maintenance

The Contractor may also be responsible for other outside ground maintenance, including but not limited to trash pick up, leaf clean up, and weed eradication. Courtyards are a priority.

The Contractor will be responsible for clearing snow and ice, and for distributing ice-melt around doorway entrances and all exits, sidewalks including handicap access on sidewalks during the school day as well as for any evening/weekend events.

General Provisions (continued)

Supplies to Be Provided by Contractor

The base bid shall not include cleaning chemicals.

The District will provide the paper and plastic supplies based on the previous year's usage and in monthly increments. If additional supplies are needed, the Contractor must inform the District's designee in writing, indicating the type, quantity needed and reason.

If chemicals, including stripper and wax, are applied or used by Contractor improperly, and requires re-doing, the Contractor will re-do at their expense.

Tax Exemption

For most purchases, the District is exempt from state and use taxes. If requested, the District will provide the vendor with a copy of the Michigan sales tax exemption certificate.

Deductions and Penalties

Deductions for Temporary School Closures

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

Penalties

The following financial penalties shall be applied, and will be deducted from the next monthly invoice.

Swipe card replacements – There will be a \$25 charge for the replacement or sharing of building swipe cards.

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

Improper chemical use – If the Contractor uses chemicals or methods that damage the District’s property, the Contractor shall pay for the property’s replacement.

Improperly securing buildings – If the Contractor fails to properly secure any building, a non-compliance penalty of \$100 per incident shall be deducted for the next monthly payment.

Keys / swipe cards – Please refer to the “Keys” section of this RFP (specifically, the “Security of Keys” and “Replacement” subsections).

Non-approved personnel – If a Contractor’s employee is observed working in the District and has not been authorized by the District’s designee to work in the District, the Contractor will be in non-compliance with the contract and a \$50 deduction will be made on the monthly invoice.

Non-inspection – Failure to complete any required inspections, as specified in the “Quality Control” section of this RFP and failure to re-schedule and complete the inspection within three business days will result in the issuance of non-inspection penalty of \$100 per instance.

Deductions and Penalties (continued)

Unfilled employee absences – Whenever any custodians are absent from part or all of their District assignment and a substitute is not provided by the Contractor, the Contractor must not invoice for the labor associated with this absence and must deduct a penalty of \$50 for each unfilled shift from the next invoice.

These penalties are intended to reflect the Contractor's labor savings by not providing eight hours of labor *and* to provide an "assured staffing" incentive.

Appendix A

Alternates

Appendix A

Alternates

This appendix details the requirements for all required and voluntary alternates. Pricing for all alternates should be included on the Microsoft Excel bid form provided separately.

A bid for a required alternate which does not meet the specifications may be declared non-responsive.

The Board of Education reserves the right to accept or reject any and all alternates, to waive any and all irregularities, and to award alternates to other than the low bidder. The Board also reserves the right to award the purchase of any or all alternates to the same bidder awarded the cleaning contract and/or to other vendors.

Because the District has not requested formal proposals for cleaning chemicals, it is uncertain whether pricing for these items will be more cost effective for the District to continue purchasing these items directly or to begin purchasing them through one of the bidders (who can possibly obtain lower pricing).

The District recognizes that some contracted cleaning companies may prefer to select and purchase their own cleaning supplies. ***If the Board opts to award any one or more of the following alternates, the alternate(s) would most likely be awarded to the Bidder that is awarded the cleaning contract:***

- Required Alternate #1 – Performance Bond
- Required Alternate #2 – Staffing Changes
- Required Alternate #3 – Bid custodians less site coach wages

Required Alternates

Required Alternate #1 – Performance Bond

Please quote the cost to provide a performance bond for the first year cost of the contract (for labor only and excluding all alternates).

After the bid award, the Contractor must provide the District with a performance bond, in the amount of 100% of the contract price on forms acceptable to the District, prior to the commencement of any work.

Required Alternate #2 – Staffing Level Changes

Please quote the increased or reduced staffing cost per hour, if needed in the future, and shown on the bid form.

Required Alternate #3 – District Employed Site Coach/Supervisor

Please quote the amount of the bid less the Site Coach/Supervisor as the District may choose to hire them directly rather than through the vendor.

Required Alternate #4 – Cleaning Supply Costs

Quote cost of bidder supplied cleaning chemicals. (ie: disinfectants, toilet bowl and window cleaner, etc.)

Voluntary Alternates

Voluntary Alternate #1 – Utility Worker

Bidders are required to provide an hourly quote for a separate skilled trades utility worker who meets State requirements for performing this work in public school buildings. The District currently employs one full-time employee who performed some of this work until the State began requiring licensed persons to perform electrical work, plumbing, and certain other skilled trades work. This position will also assist with general maintenance, including but not limited to painting.

Voluntary Alternate #2 – Large area painting

Bidders are invited, but not required, to provide an hourly quote for large area painting.

Voluntary Alternate #3 – Other Cost Reduction Strategies

Bidders are invited, but not required, to propose any other cost reduction strategies with their proposals. If your firm needs any additional information to enable preparation of other cost reduction strategies, please contact the District's RFP contact specified on the introductory letter.

Appendix B

Cleaning Frequency Requirements

Appendix B

Cleaning Frequency Requirements

The District's cleaning frequency requirements are provided in this Appendix. Before developing this RFP, the District did not have a detailed set of cleaning frequency expectations.

The *Cleaning Frequency Requirements* are included to (1) clearly communicate the cleaning frequency expectations and (2) to enable bidders to determine the level of staffing needed in each school. Although all bidders may submit a bid that exactly matches the District's current level of Contractor staffing, **bidders are welcome to indicate whether they feel the staffing should be increased or decreased to achieve the Cleaning Frequency Requirements provided on the next several pages.**

Some of these cleaning frequencies are subject to change. Minor changes may not result in price increases or decreases. If there are some labor intensive tasks for which a bidder would charge extra for if that task's frequency were increased, these tasks and their costs should be identified in the proposal.

The tasks outlined and the frequencies discussed are not meant in any way to limit the scope of the Contractor's work, but rather as a guide to express the District's expectations and establish minimum acceptable standards.

Cleaning Frequency Requirements For Buchanan Community Schools

Cleaning services must be performed five (5) days per week, Monday through Friday, except on the holidays listed in the bid specifications.

1. All Areas

MISCELLANEOUS	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Close and secure all windows	X			
Empty all trash/recycle containers	X			
Lock doors as requested	X			
Turn off lights	X			
Dust all computers (excluding file servers)		X		
Dust all printers		X		
Replace trash can liners		When dirty, but at least once per week		
Clean computer monitor screens (District to select cleaning chemical)			2X	
Assist facility renters				X
Accommodate/regulate access by students and staff to areas in school after school, during evening and on weekends				X
Help unload truck deliveries				X
Identify any needed repairs and report to District designee				X
Maintain supply of locks and chains for use to secure building and grounds				X
Move furniture				X
Remove trash that is too large for standard waste containers				X
Replace light bulbs				X
Report all broken equipment and furniture to District designee				X
Set up and take down chairs for large group meetings, parent/teacher conferences, etc.				X
Set up and take down for athletic events				X
Clean corners at ceiling level removing dust and cobwebs				
Clean all accessible light fixtures (excluding auditorium, gym and cafeteria ceilings)				1X/year
Clean all student and teacher furniture (except auditorium seats)				1X/year
Clean baseboards				1X/year

Note: "Spot wet mop" means to mop floor with a minimum of furniture moving/removal.
 "Wet mop entire floor" means to move/remove all furniture and clean the entire area.

2. Administrative Offices, Business Office, Superintendent Office, Conference Rooms, Board of Education Meeting Room and Teachers' Lounges

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Disinfect telephones	X			
Empty waste containers/spot clean spillage	X			
Spot wet mop spillage	X			
Sweep/dry mop floors	X			
Dust furniture and other flat surfaces		X		
Spot clean walls/doors	X			
Wet mop floors		X		
Clean waste containers			X	
Strip/seal/wax floor				2X/year
Clean/shampoo upholstered furniture				1X/year
CARPETED SPACES:				
Spot vacuum carpet	X			
Vacuum entire carpet—Non-Central Office	X			
Vacuum entire carpet—Central Office		2X		
Spot clean carpet		X		
Shampoo carpet				1X/year

3. Auditorium, Conference Rooms and Media Centers

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Align furniture	X			
Clean door(s) glass & hardware (interior & exterior)	X			
Clean interior restrooms and re-stock	X			
Clean sinks	X			
Disinfect phone	X			
Dry mop floor (if applicable)	X			
Empty pencil sharpener(s)	X			
Empty trash/recycle containers	X			
Spot wet mop floor	X			
Spot wash walls, remove graffiti (immediately)	X			
Clean chalkboards/whiteboards	X if board is blank			
Clean employee desktops		X		
Dust desktops and furniture tops		X		
Spot clean upholstered furniture		X		
Spray, buff & polish floor			X	
Clean/dust fan blades			X	
Clean trash cans			X	
Clean vents			X	

Clean/dust window blinds			X	
Clean windows, interior			X	
Complete high dusting			X	
Wash tables/desks/chairs			X	
Vacuum upholstered office furniture				Quarterly
Strip/seal/wax floor				2X/year
Spot clean auditorium seats				1X/year
Wet mop auditorium floor (around seats)				1X/year
CARPETED SPACES:				
Vacuum carpet		X		
Spot clean carpet		X		
Shampoo carpet				1X/year

4. Boiler Rooms, Custodial and Storage Closets, and Other Mechanical Areas

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Clean sinks	X			
Dry mop floor		X		
Ensure room is clean, dry and odor free	X			
Spot wash walls, remove graffiti (immediately)	X			
Clean door(s) glass & hardware (interior & exterior)		X		
Clean vents		X		
Spot wet mop		X		
Dust horizontal surfaces		X		
Clean trash cans			X	
Wet mop entire floor				X
Complete high dusting				Quarterly
Clean windows , interior (Highs School boiler room only)				2X/year
Strip/seal/wax floor				X
Dust mechanical equipment				Not requested

5. Cafeterias, Lunchrooms/Multi-Purpose Rooms, and Kitchens

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Clean windows, interior		X		
Clean/scrub trash cans		X		
Wet mop auto scrub	X			
Spray buff & polish			X	
Clean lunch vents			X	
Clean/scrub walls, base & moldings			X	
Complete high dusting			X	
Clean light fixtures			X	
Sanitize lunch tables	X			
Dust fans on coolers				4X/year
Clean vent filters				4X/year
Strip, seal, and wax floor				1X/year
CARPETED SPACES:				

(None)				
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6. Classrooms, Industrial Arts Rooms, and Laboratories

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Align furniture	X			
Clean classroom restrooms & re-stock	X			
Clean sinks & sanitize fountains	X			
Clean/dust teacher desktop & tables	X			
Clean/dust student furniture	X			
Empty pencil sharpener	X			
Empty waste containers & spot clean spillage	X			
Dry mop floor	X			
Spot wash walls, remove graffiti (immediately)	X			
Spot wet mop floor	X			
Clean door glass & hardware (interior & exterior)	X			
Clean countertops (dust & wash), including computer counters in classrooms	X			
Clean/dust windowsills, baseboard & moldings		X		
Dust ledges and shelves		X		
Clean chalk boards/white boards		X if board is blank		
Erase chalkboards and whiteboards				Not requested
Dust desktops and furniture tops, disinfect	K-1st	2nd-12 TH		
Clean chalk trays			X	
Clean/dust fan blades (if applicable)			X	
Clean/dust window blinds (if not inside window)			X	
Clean trash cans			X	
Clean vents			X	
Complete high dusting			X	
Dust all baseboards			X	
Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning			X	
Clean windows, interior				X
Strip/seal/wax floor				1X/year
Wet mop/spray buff floor				X
CARPETED SPACES:				
Spot vacuum carpet	X			
Spot clean carpet		X		
Vacuum entire carpet (edge-to-edge)		X		
Shampoo carpet				1X/year

7. Corridors, Stairwells, Hallways and Lobbies

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Clean door glass & hardware (interior & exterior)	X			
Sweep/vacuum entry mats	X			
Clean/sanitize water fountains	X			

Dry mop floor	X			
Empty trash/recycle containers	X			
Empty waste containers & spot clean spillage	X			
Spot clean walls and doors, remove graffiti (immediately)	X			
Spot wet mop floor	X			
Clean windows, interior	X			
Dust student locker tops		X		
Roll up entry mats/sweep/wet mop underneath		X		
Automatic Wet / mop entire floor	X			
Spray, buff and polish floor			X	
Clean, scrub and extract entry mats (including exterior)				2X/year
Clean vents			X	
Clean/scrub trash cans			X	
Complete high dusting			X	
Clean lockers, inside and outside				1X/year
Pressure wash and extract entry mats				1X/year
Strip/seal/wax floor				1X/year
Clean/dust trophy cases				X
CARPETED SPACES (if any):				
Vacuum carpet	X			
Spot clean carpet		X		
Shampoo carpet				Quarterly

8. Entrancesways

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Secure entrance doors in P.M.	X			
Clean door glass & hardware (interior & exterior)	X			
Sweep/vacuum entry mats	X			
Dry mop floor	X			
Spot clean walls and doors, remove graffiti (immediately)	X			
Wet mop entire floor		X		
Clean windows, interior—Low	X			
Roll up entry mats/sweep/wet mop underneath		X		
Spray, buff and polish floor		X		
Clean, scrub and extract entry mats (including exterior)			X	
Clean light fixtures			X	
Clean vents			X	
Complete high dusting			X	
Pressure wash and extract entry mats				1X/year
Strip/seal/wax floor				1X/year
CARPETED SPACES (if any):				
Vacuum carpet	X			

Spot clean carpet	X			
Shampoo carpet				Quarterly

9. Faculty/Staff (Non-administrative Offices) including but not limited to IT, Counseling, Parent Liaison, Social Worker and ELA Coaches offices

Same as #2 Administrative Offices, Conference Rooms and Teacher Lounges

10. Outside

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Sweep exterior entrance area	X			
Trash Pick-up				X
Clean exterior windows				2X/year
Seasonal Ground Maintenance. Leaf clean up, weed eradication. Snow/ice removal (shoveling and spreading ice melt by entryways and approaches/ exits)				X

11. Restrooms (all schools), Locker Rooms & Showers

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Re-fill paper and soap dispensers	X			
Clean and sanitize all fixtures—sinks, stools, urinals (including toilet bowls, seats, covers, lids. Base and heads)	X			
Clean and sanitize countertops	X			
Clean doors, door knobs, and push plates (interior & exterior)	X			
Clean mirrors	X			
Dry mop floor	X			
Wet mop and sanitize entire floor	X			
Empty trash/recycle containers	X			
Notify school office of any problems or irregularities with drains or fixtures	X			
Remove graffiti (immediately)	X			
Remove thrown objects on walls and other areas, including gum, spit wads, paper wads, etc.	X			
Spot clean doors/partitions/walls (stains/graffiti)	X			
Clean/disinfect trash cans		X		
Dust horizontal surfaces		X		
Dust locker tops		X		
Machine scrub/power wash/disinfect floors		X		
Polish hand towel dispensers		X		
Scrub/power wash/disinfect walls & stalls; remove residue, soap scum and marks		X		
Total clean partitions		X		

Clean all vertical surfaces (walls & stalls)			X	
Clean vents			X	
Clean windows, interior			X	
Complete high dusting			X	
Clean locker exteriors				Quarterly
Dust vents				Quarterly
Clean lockers—inside and outside				1X/year
Check all floor traps and drains for debris and waste				X
Strip/seal/wax floor				X

12. Gymnasium

ROUTINE CLEANING <i>Gym</i>	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry mop floor using mop treated with approved solution	X			
Clean and sanitize all fountain/fixtures	X			
Clean door glass and hardware (interior & exterior)	X			
Empty trash/recycle containers	X			
Remove graffiti (immediately)	X			
Clean vertical surfaces		X		
Clean trash cans		X		
Extend bleachers, damp mop floorboards and aisles, damp wipe seats		X during indoor sports season	X during other times	
Clean vents			X	
Clean windows, interior			X	
Complete high dusting			X	
Wet mop, sweep bleachers and automatic floor beneath bleachers				After each sporting event if bleachers were used
Wet mop spills/spots (cold/damp mop & dry)				X
Use automatic floor machine with approved solution on gym floor before all basketball/volleyball games and again before varsity games				X
ROUTINE CLEANING <i>Stage</i>				
Dry mop floor using mop treated with approved solution	X			
Empty trash/recycle containers	X			
Remove graffiti (immediately)	X			
Wet mop spills/spots (cold/damp mop & dry)				X

13. Stairwells and Landings

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dust mop/spot clean stairs, risers, landings, railings, balusters and base	X			
Empty waste/recycle containers, spot clean spillage, replace liners	X			
Spot clean walls and doors, remove graffiti (immediately)	X			
Spot wet mop spillage	X			
Sweep/dry mop stairs and landings	X			
Wet mop base, landings and risers		X		
Spray, buff and polish			2X	
Clean vents			X	
Clean waste containers			X	
Clean/scrub trash cans			X	
Complete high dusting			X	
Damp wipe/dust hand railings and balusters			X	
Scrub/recoat/burnish landings				Quarterly
Strip/seal/wax floor				1X/year
Elevator/vacuum / sweep	X			
Clean stainless steel exterior	X			
Clean interior	X			

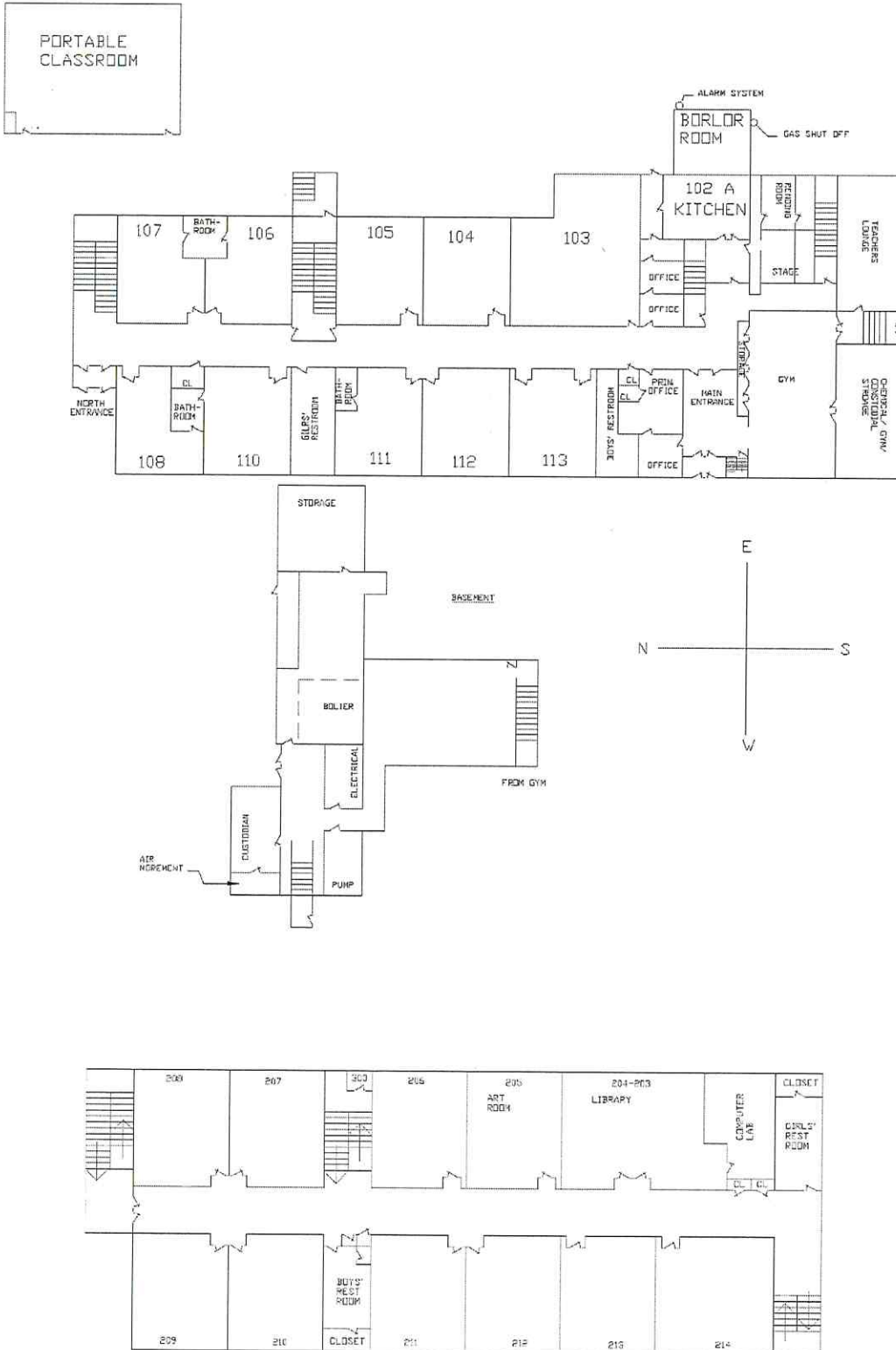
14. HS Weight Room

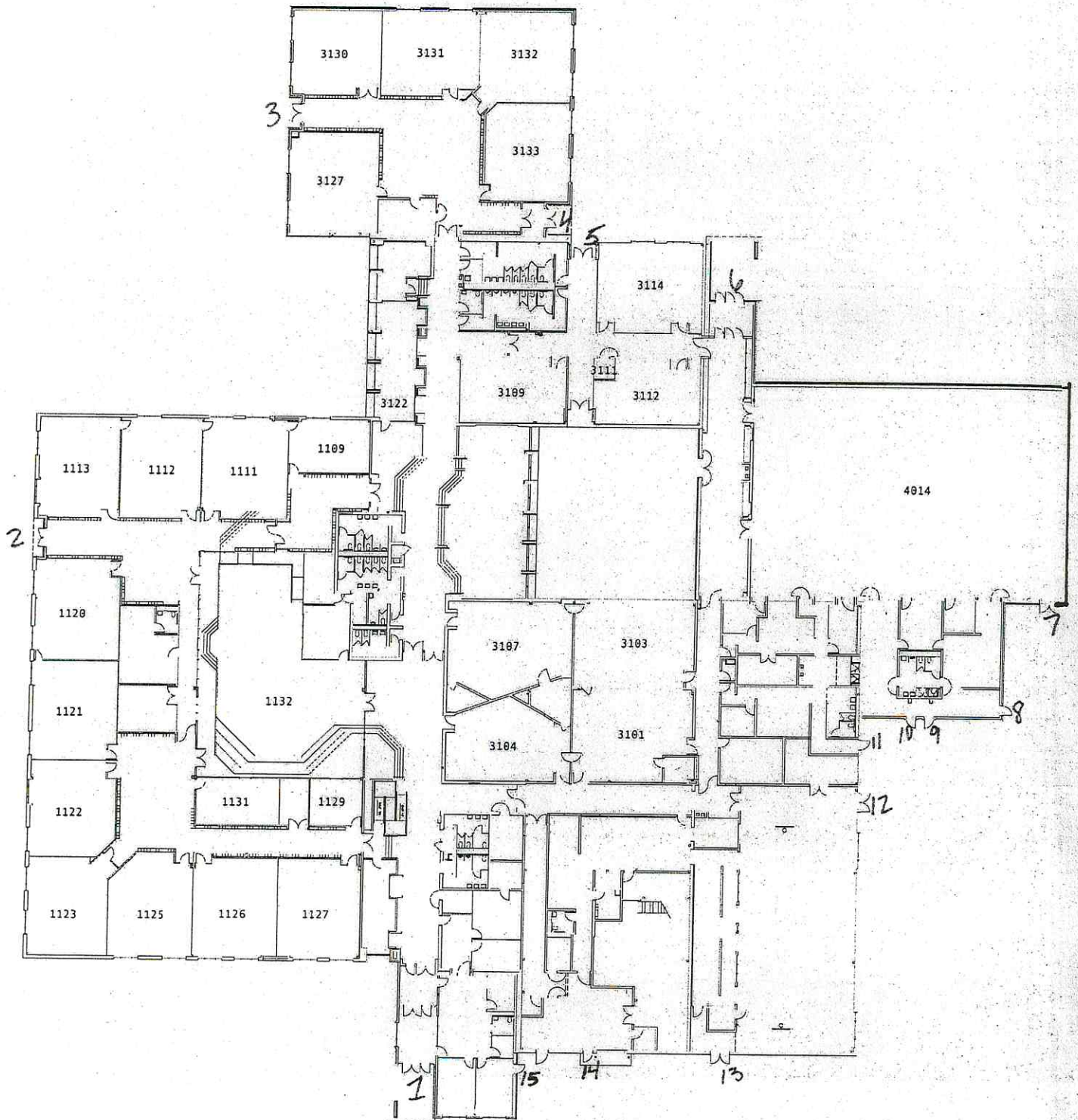
ROUTINE CLEANING <i>Weight Room</i>	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry mop floor using mop treated with approved solution	X			
Clean and sanitize all fountain/fixtures/equipment	X			
Clean door glass and hardware (interior & exterior)	X			
Empty trash/recycle containers	X			
Remove graffiti (immediately)	X			
Clean vertical surfaces		X		
Clean trash cans		X		
Clean vents			X	
Clean windows, interior			X	
Complete high dusting			X	
Wet mop spills/spots (cold/damp mop & dry)				X

Appendix C

Floor Plans



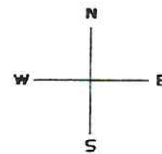




MS

X WATER SHUTOFF

Basement



Buchanan High School

Competition Gym

Main Entrance

First Floor

Cafeteria

Auxiliary Gym

Art Building

Tech Building

X GAS SHUTOFF

BUCHANAN HIGH SCHOOL

Second Floor

Auditorium

Library

Appendix D

School Calendar



BUCHANAN COMMUNITY SCHOOLS
MONTH

2020-2021 CALENDAR
STUDENT DAYS TEACHER DAYS

August 31	Meetings and Teacher Workday	0	1
Sept. 1	Professional Development – Teachers only		
Sept. 2	Professional Development – Teachers only		
Sept. 8	FIRST DAY FOR STUDENTS	17	19
Oct. 7	High School Conferences Evening		
Oct. 8	½ Day Students: High School Conferences afternoon & evening ½ Day PD for Middle School/Elementary		
Oct. 9	½ Day Students and Staff	22	22
Nov. 4	Middle School/Elementary Conferences evening		
Nov. 5	½ day students Middle School/Elementary Conferences afternoon & evening ½ day PD for High School		
Nov. 6	½ Day Students and Staff		
Nov. 25 – 27	Thanksgiving Break	18	18
Dec. 21 – Jan. 1	Winter Break	14	14
Jan. 4	School resumes		
Jan. 18	Martin Luther King Day/District PD		
Jan. 21	½ day students/teacher records p.m.		
Jan. 22	½ day students/teacher records p.m. First Semester ends		
Jan. 25	Second Semester Begins	19	20
Feb 15	No School: Presidents' Day	19	19
March 11	High School/Middle School Conferences evening		
March 12	½ day students High School/Middle School Conferences afternoon ½ day PD elementary		
March 18	Elementary Conferences evening		
March 19	1/2 day students Elementary Conferences afternoon ½ day PD Middle School/High School	23	23
April 2	Professional Development-Teachers Only		
April 5 – 9	Spring Break		
April 12	School Resumes	16	17
May 31	No School: Memorial Day	20	20
June 15	1/2 day students & full day for staff		
June 16	1/2 day students & full day for staff	12	12
TOTAL DAYS		180	185

Special Notices: 1.) Student days will be reduced one (1) day for each inclement weather day up to the total which permits the District to receive full state school aid pursuant to the Michigan State School Aid Act. 2.) Full-day professional development (PD) days will be six (6) hours and half-day PD days will be three hours. 3.) Teachers may work from home on the afternoons of the two (2) January records days. 4.) Teachers may work from home on the afternoon of records days in January.

Appendix E

Agreement

Appendix E

Sample Agreement (to be modified once Contractor is selected)

THIS AGREEMENT, entered into this ____ day of June, 2020 by _____, hereafter called the "Contractor" and Buchanan Community Schools, hereinafter called the "District."

WITNESSETH that the Contractor and the District, in consideration of premises and of mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work for:

Contracted Cleaning Services in strict accordance with the Request for Proposals, the bid specifications dated April 29, 2020 and the Contractor's proposal dated May 26, 2020 for _____.

PENALTIES: The district will apply financial penalties to monthly invoices for swipe card replacements, fines for MIOSHA violations, improper chemical use, improperly securing the buildings, keys/swipe cards, non-approved personnel, non-inspection, and unfilled employee absences as defined on pages 35-36 in the RFP.

UNIFORMS AND IDENTIFICATION: All of the contractor's employees will wear maroon shirts approved by the district with both the Contractor and BCS logos with tan pants on all work days. They will also wear identification badges at all times.

SITE COACH: The Contractor will provide an experienced site coach for a minimum of (6) six months or until the District feels comfortable with the transition.

EMPLOYEE PAY RATES: The district will require transparency on employee pay rates and time card documentation and may request to audit hours worked each pay period.

The following additional documents are incorporated as part of, but not attached to, this agreement:

- Letter of Introduction
- Request for Proposal
- Bid Specifications
- Appendices A-H inclusive
- Bidder's Proposal/Bid Form

Appendix E – Agreement (continued)

TIME FOR COMPLETION: The work shall start on or about July 1, 2020 after the award of the contract and the issuance of the "Notice to Proceed."

COMPENSATION: The Owner will pay and the Contractor will accept as payment in full for the performance of the contract, subject to the additions and deductions as listed herein, the amount specified on the base proposal along with the following accepted alternates:

PAYMENTS: Payments will be made in accordance with the provisions set forth in the Request for Proposals

IN WITNESS WHEREOF: the Parties hereto on this day execute this AGREEMENT in two (2) originals, each of which is deemed an original.

For Buchanan Community Schools:

Signature

Title

Date

For Contractor:

Signature

Title

Date

Appendix F

Bid Checklist

Appendix F
Bid Checklist
Contracted Cleaning Services
Buchanan Community Schools

- _____ Any and all exceptions to the bid specifications noted within the Bidder's RFP.
- _____ RFP itself & Required Alternates #1 - #4.
- _____ Bid Form completed, printed, and enclosed.
- _____ Disclosure of all legal action taken against Contractor within the past seven years, at the present, and all pending litigation with an owner. If none, please write "None" on the above line.
- _____ Financial report (e.g., income statement and balance sheet for most recently completed fiscal year).
- _____ List of at least 5 business references attached (including name of business, contact name, telephone number, and years of service to that customer).
- _____ Implementation Schedule.
- _____ Iran Economics Sanctions Act Certification & Familial Relationship Disclosure Statement.
- _____ Worker's compensation experience modification factor (preferably on a document from bidder's worker's compensation insurance company; otherwise, please record factor below _____).
- _____ Addenda receipt acknowledgement form completed below.

Addenda Receipt Acknowledgement

Before submitting its bid, the bidder is encouraged to contact the District to determine that the Contractor received all of the addenda issued.

Failure of a bidder to acknowledge receipt of any or all addenda on the bid checklist may be sufficient cause for rejection of the bid.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated _____

Addendum Number 2 dated _____

Addendum Number 3 dated _____

Appendix G

Iran Economics Sanctions Act Certification

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ of _____, or I am
(title) (bidder)
Bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of
Custodial Services to Buchanan Community Schools.

I have personal knowledge of the matters described in this Certification, and I am familiar with
the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district
will rely on my representations of this bid.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I
Understand that submission of a false certification may result in contract termination, ineligibility to bid
for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus
related investigation and legal costs.

(signature)

(printed)

(date)

Appendix H

Familial Relationship Disclosure Statement

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

(MUST return completed and notarized with bid)

All bidders must provide a familial disclosure in compliance with MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Buchanan Community Schools Board of Education or the Superintendent of Buchanan Community Schools must be accompanied with the bid.

Failure to return this notarized statement/signature with the bid will result in bid disqualification.

_____ The following familial relationship exists between the owner or any employee of the bidder and any member of the Buchanan Community Schools Board of Education or the Superintendent of Buchanan Community Schools:

	<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

_____ There is no familial relationship that exists between the owner or any employee of the bidder and any member of the Buchanan Community Schools Board of Education or the Superintendent of Buchanan Community Schools.

The undersigned, the owner or authorized representative of bidder (insert name) _____ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name

Signature of Bidder Representative

Title

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, _____,

By _____.

Notary Public

_____ County, Michigan

My commission expires: ____/____/____

Acting in the County of: _____

Bid Form

Contracted Cleaning Services

Buchanan Community Schools

(Excel form to be sent separately upon request)

Bidders should input data only in the cells with blue borders like this ----

>

Should bidders input costs

in this column?.....

Yes

No

No

No

No

No

No

Ottawa Elementary

Day full shift

Afternoon full shift

Moccasin Elementary

Day full shift

Afternoon full shift

Middle School

Day full shift

Afternoon full shift

Afternoon half shift

High School

Day full shift

Afternoon full shift

Afternoon full shift

Afternoon full shift

Nigh full shift

District Wide Site Coach

Day full shift

Cost
Per
Hour Per
Position

Hours
Per
Day

Cost
Per
Day

Hours
Per
Week

Cost
Per
Week

Hours
Per
Month
Using 4.33
Wks./Mo.

Cost
Per
Month
For
Labor

8.0

\$0.00

0.0

\$0.00

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These totals will calculate automatically----->

Totals

0.0

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