

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

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# **I. OVERVIEW**

## **1.1. AUTHORITY PROFILE**

The Education Achievement Authority of Michigan (the “Authority”) is a new state-wide school system that will operate the lowest performing five (5) percent of schools in the State of Michigan not achieving satisfactory results on a redesign plan, or that are under an emergency manager. The Authority is designed to provide a new, stable, financially responsible set of public schools that create the conditions, supports, tools and resources under which teachers can help students make significant academic gains. The Authority will begin to operate fifteen (15) underperforming schools in Detroit beginning on July 1, 2012 for the 2012-2013 school year. Thereafter, in addition to these schools in Detroit, it is anticipated that Authority will then be expanded throughout the State of Michigan, gaining and operating approximately twenty-five (25) to thirty (30) additional schools in various locations throughout the State of Michigan in each of the 2013-14 and 2014-15 school years. Additional expansion beyond the 2014-15 school year is anticipated, however, the Authority has not been provided with this information at this time.

The Authority is based in Detroit, Michigan. For the 2012-13 school year, it is anticipated that the Authority will have an enrollment of approximately 11,020 students in grades K-12 in the fifteen (15) schools identified in this RFP (each a “Facility” and collectively the “Facilities”). These Facilities include six (6) high school buildings (grades 9-12) and nine (9) elementary/middle school buildings (grades PK-8). These Facilities contain approximately 2,346,798 gross square feet of space. However, the Authority anticipates that its educational programs will only occupy a fraction of the overall gross square footage at each Facility, and the Authority anticipates that, on average, only approximately 57% of the square footage of each Facility will be used on a daily basis, which must be cleaned and maintained daily. The remaining unutilized portions of the Facilities will only require limited periodic cleaning and maintenance. In addition to regular weekday uses, scheduled use of the Facilities regularly occurs after school and on weekends. These additional uses are relatively common, especially at the high schools. **Please refer to the accompanying information and attachments for requisite operational information relative to the Authority’s Custodial and Grounds Services.**

## **1.2. PURPOSE**

As part of its operations, it is necessary that the Authority provide a high level of custodial, grounds and facility maintenance services for the Facilities it operates to ensure that the staff, students and community users of these Facilities have a safe, healthy, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those Facilities. The primary purpose of this Request For Proposals For Custodial, Grounds and Facility Maintenance Services (the “RFP”) is to offer experienced professional custodial, grounds and facility maintenance services entities the opportunity to present a thoroughly detailed Proposal of their **qualifications** and **experience** in providing and performing comprehensive Custodial, Grounds and Facility Maintenance Services and assisting educational entities of similar size and scope as the Authority with its custodial, grounds and facility maintenance services processes. The secondary purpose of this RFP

is to establish, subject to the terms and conditions of the Contract, a contractual relationship with an **experienced** and **qualified** entity to provide the Custodial Services, Grounds Services and Facility Maintenance Services requested and anticipated herein to the Authority in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The Authority may select one or more experienced and qualified entity(ies) to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide effective Custodial Services, Grounds Services and Facility Maintenance Services for the Authority within the scope of this RFP. Past experience will also be judged through the references of each entity. Experience with other custodial, grounds and facility maintenance processes of educational entities shall be included in the entity's qualifications. A major portion of the negotiations will include the financial terms of the Contract.

**1.3. OBJECTIVE OF RFP AND CONTRACT**

The primary objective of this RFP and the Contract (as defined in Section 3.1 below) is to establish a mutually beneficial relationship with an experienced professional entity under which the Custodial, Grounds and Facility Maintenance Services will be performed for the fifteen (15) Facilities identified herein beginning July 1, 2012. The secondary objective of this RFP and the Contract is to establish a mechanism under which the scope of services of the Contractor may be expanded to new schools assigned to the Authority in various areas throughout the State of Michigan. Each Proposal must detail the Contractor's experience and expertise in order to allow the Authority to properly and promptly evaluate each Proposal, and the failure to do so may cause the Authority to reject said Proposal. The Authority will select the Proposal, if any, that it deems most qualified to serve the best interests of the Authority, in its sole and absolute discretion. The Authority, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the entities submitting Proposals.

**1.4. SELECTION TIMELINE**

**NOTE:** Throughout the remainder of this RFP, a prospective Custodial Services, Grounds Services and Facility Maintenance Services entity is referred to as the "Contractor."

**The Authority's anticipated timeline for its selection process is:**

Issuance of this RFP	April 9, 2012
Mandatory Pre-Proposal Conference at 3022 West Grand Boulevard, Suite 3-652 Detroit, Michigan 48202	<b>3 PM</b> – April 17, 2012
Deadline for written Intent To Respond	5 p.m. – April 19, 2012
Deadline for written Requests For Clarifications	5 p.m. – April 20, 2012
<b>DUE DATE FOR PROPOSALS</b>	<b>1 PM, April 30, 2012</b>
Contractor interviews and presentations to the Authority	Week of May 7, 2012

Authority's Consideration of the Contract

May 2012

Implementation of Contract

July 1, 2012

**PLEASE NOTE:** The Authority reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

## **1.5. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for receipt of Proposals is:

**April 30, 2012 at 1 p.m. EST (the "Due Date")**

**1.5.1. Proposal Envelope:** The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES  
[Contractor's Name]  
[Contractor's Address]  
[Contractor's Telephone Number]

The envelope must also be addressed and delivered as follows:

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
Attention: Dr. Rebecca Lee-Gwin  
3022 West Grand Boulevard  
Suite 14-625  
Detroit, Michigan 48202

**1.5.2. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The Authority is not liable for any delivery or postal delays.

**1.5.3 Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense.

**1.5.4 Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted using the Proposal Forms attached to this RFP.

**1.5.5 Copies of Proposal:** The Contractor shall also submit with the signed original Proposal, eight (8) complete copies of the signed original Proposal and one (1) copy on CD.

**1.5.6 Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

- 1.5.7 E-Mail Clarifications:** The Authority intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.
- 1.5.8 Intent To Respond:** Each Contractor who intends to submit a Proposal in response to this RFP shall submit an “Intent To Respond” via e-mail to Ms. Liz Ruiz at [ruize@michigan.gov](mailto:ruize@michigan.gov) (Subject Line: Custodial, Grounds and Facility Maintenance RFP Intent To Respond), on or before **5 p.m., April 19, 2012**. The Intent To Respond shall include the name of the Contractor, the name of a contact person and that person’s e-mail address. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Contractor from submitting a Proposal; however, Contractors who do not submit an Intent To Respond by the aforementioned deadline will not receive notifications of Requests For Clarification and/or Addenda and it shall be the Contractor’s sole responsibility to check the Authority’s website for the same.
- 1.5.9 Additional Requests For Clarification:** Prospective Contractors may request that the Authority clarify information contained in this RFP. All such requests must be made in writing via email. The Authority will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The Authority will not respond to any Request For Clarification received after **5 p.m. on April 20, 2012**. The response to any Request For Clarification will be posted to the Authority’s website and notification of such posting will be provided to all parties that filed an Intent To Respond with the Authority by the deadline set in Section 1.5.8. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Ms. Liz Ruiz at [ruize@michigan.gov](mailto:ruize@michigan.gov) (Subject Line: Custodial, Grounds and Facility Maintenance RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the Authority’s website. It is each Contractor’s responsibility to check the Authority’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
- 1.5.10 Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s Proposal with the Authority, its Board of Directors, or any individual member, administrators, faculty, staff, students, or employees, except for the Pre-Proposal Conference/Facility Walk-through, additional Requests For Clarification in accordance with Paragraph 1.5.9 above, or as otherwise required by applicable law.
- 1.5.11 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that submitted an Intent To Respond with the Authority. All addenda will be issued through the Authority’s website and all addenda shall become a part of this

RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

**1.5.12 RFP/Proposal Information Controlling:** The Authority intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

**1.5.13 Good Faith Deposit:** Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Contractor's good faith on the part of the Contractor. If a bid bond is posted by a Contractor, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN." The Authority shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon award of its Proposal by the Authority, Contractor fails to execute the finalized Contract and provide insurance and bonds acceptable to the Authority, substantially evidencing and incorporating this RFP and its Proposal and/or fails to provide the required performance bond, if required, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor. Good faith deposits shall be returned to all unsuccessful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.

**1.5.14 Finality of Decision:** Any decision made by the Authority, including the Contractor selection, shall be final.

**1.5.15 Reservation of Rights:** The Authority reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Authority further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The Authority reserves the right to request additional information from any or all Contractors. The Authority reserves the right to negotiate with the Contractors concerning their Proposals. Although the Authority is seeking to consolidate the contemplated Custodial and Partial Grounds Services with one Contractor, the Authority reserves the right to select one or more Contractors to perform the Custodial, Grounds and/or Facility Maintenance Services on behalf of the Authority. In the event Contractor's Proposal is accepted by the Authority and

Contractor asserts exceptions, special considerations or conditions after acceptance, the Authority, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Contractor.

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

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

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

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

## **1.6. PROPOSAL REQUIREMENTS AND FORMAT**

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

Attached to this RFP is a form of contract under which the Custodial Services, Grounds Services and Facility Maintenance Services (collectively the "Services") requested under this RFP shall be provided by the successful Contractor (the "Contract") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Services requested by the Authority, the terms and conditions under which the Services shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

**Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the**

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

Each Contractor shall submit its Proposal for a three (3) year term, with the possibility of up to three (3) annual extensions as set forth in this RFP and the Contract. Each Proposal shall include a transition plan/implementation schedule. Additionally, each Proposal must include, at a minimum, the following:

- 1.6.1 A cover letter with background information regarding the Contractor, which will serve as an introduction of the Contractor, on business letterhead.
- 1.6.2 Background and qualifications of the personnel who will be involved in carrying out the Services required under this RFP and the Contract. Describe the chain of command and reporting relationships. Include a proposed organization chart to demonstrate how the Contractor personnel will carry out the required Services.
- 1.6.3 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 1.6.4 References – Each Proposal must include detailed evidence that the Contractor is currently providing custodial and grounds services for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of services provided. This should include school districts of similar size and scope as the Authority.
- 1.6.5 Good Faith Deposit - A bid bond or certified check in the amount equal to 5% of the 1<sup>st</sup> year total amount of the Contract.
- 1.6.6 Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the Authority.
- 1.6.7 Documentation of sufficient financial resources and capacity to provide the Services and carry out the Contractor's requirements and obligations under this RFP and the Contract. This shall include an audited financial report for the three (3) most recent fiscal years of the Contractor. If unavailable, please clearly state the reason for the unavailability and provide equivalent alternative financial documentation.

- 1.6.8 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, ordinances and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), and any rules and regulations promulgated thereunder.
- 1.6.9 Describe any other resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Services required under this RFP and the Contract.
- 1.6.10 List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Contractor's service contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Contractor's custodial/grounds contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of custodial or grounds or facility services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Contractor's reporting or documentation requirements, supplies, equipment and services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner. It is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.
- 1.6.11 Fully describe, and provide evidence and scope of, Contractor's formalized in-service training and educational programs for all of its employees.
- 1.6.12 A signed letter setting forth the Contractor's agreement to be bound by the terms and conditions of this RFP and the Contract.
- 1.6.13 A completed Familial Disclosure Affidavit provided as **ATTACHMENT E**.
- 1.6.14 A schedule indicating the wages and benefits to be offered to employees of Contractor.
- 1.6.15 A completed Proposal Pricing Form as provided as part of this RFP.

**1.7. PROPOSAL EVALUATION**

Each Contractor submitting a Proposal should understand that the nature of the Authority's Custodial, Grounds and Facility Maintenance Services are so complex that each and every facet of the Authority's operations may not be detailed in this RFP. The Contractor must document their expertise, experience, and approach based on their understanding of the Authority's requirements. The **mandatory** Pre-Proposal Conference will give each Contractor an opportunity to ask the necessary questions regarding this RFP, the Contract and the Services. The Proposal must be complete, clear and concise. The following non-exhaustive categories, not listed by rank, are the principal criteria by which Proposals may be evaluated:

- ◆ **Management Capability** as shown by detailed evidence of Contractor's expertise, experiences, and references.
- ◆ **Business Stability** checked through various sources as well as the Proposal.
- ◆ **Services Management** as determined by references, and by checking other sources.
- ◆ **Cost** as indicated in the Proposal and through the negotiation process.

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

## **1.8. ORAL INTERVIEWS**

The Authority may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the Authority may have regarding the RFP and Contractor's Proposal. In that case, the Authority will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, it is anticipated that interviews will be scheduled during the **week of May 7, 2012**. If selected to participate in an oral interview, the Contractor(s) should be prepared to make a presentation to a committee of the Authority, not to be more than twenty (20) minutes in length.

## **1.9. SCOPE OF SERVICES**

Each Contractor should understand that it is the intent of this RFP that the Custodial Services shall be performed at all Facilities listed in this RFP and the Contract. However, the Grounds Services are limited to only those Facilities identified in the Contract.

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

- 1.9.1.1** All janitorial services necessary to clean and sanitize all spaces of the Authority's Facilities in accordance with this RFP, the Authority's requirements and industry standards.
- 1.9.1.2** Responsibility to clean, maintain, provide set-ups and tear-downs of activities and events, safeguard and service the Facilities and occupants of the Facilities.
- 1.9.1.3** Perform minor maintenance for, and snow removal of areas adjacent to, each Facility, which includes those maintenance duties that do not require licensed or skilled tradespersons and can be completed with the use of ladders, hand tools (powered or manual) or powered lawn care or snow removal equipment.
- 1.9.1.4** The selection, evaluation, training, compensation, and retention of employees, including all labor, supervision, record keeping and management, necessary to clean and maintain the Facilities in accordance with this RFP and the Contract.

- 1.9.1.5** Effective communication with the Authority including, but not limited to, the Authority administration and Board of Directors, building administrators, teachers and students.
- 1.9.1.6** All duties and tasks set forth in the Attachments to this RFP, which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP). These shall include both daily cleaning and summer cleaning programs.
- 1.9.2** Generally, "Grounds Services" means all labor necessary to perform mowing, weeding and edging, minor tree trimming, snow removal, athletic field maintenance and striping and management of artificial turf surfaces and other specified services, including, but not limited to, the following:
- 1.9.2.1** Responsibility to maintain, safeguard and service the Facilities and occupants of the Facilities.
- 1.9.2.3** Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law.
- 1.9.2.4** The selection, evaluation, training, compensation, and retention of employees, including all labor, supervision, record keeping and management, necessary to maintain the Facilities in accordance with this RFP and the Contract.
- 1.9.2.5** Effective communication with the Authority including, but not limited to, the Authority Liaison, Authority administration and building administrators.
- 1.9.2.6** Those duties and tasks set forth in the Attachments to this RFP which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP).
- 1.9.3** Generally, "Facility Maintenance Services" means all labor necessary to perform the preventative and corrective maintenance of all aspects of the Facility components and systems as identified by the Authority. The Contractor will be required to perform Facility Maintenance Services as needed to maintain the operation of all Facilities. In addition to those required duties set forth in this RFP, the Attachments to this RFP which are incorporated herein by reference, and the Contract (as described in Section III of this RFP), the Facility Maintenance Services include, but are not limited to, the following:
- 1.9.3.1** All Testing and preventative maintenance of, and basic repairs for, all Facility mechanical systems (plumbing, electrical, HVAC etc.). Contractor's preventive maintenance shall consist of a planned maintenance program that is designed to maintain equipment in an operable condition, which will be performed on the Facilities' equipment/systems. This preventative maintenance includes cleaning of all machinery and equipment in boiler, fan, and air compressor rooms, and all building systems' mechanical equipment. This preventative maintenance also includes daily swimming pool maintenance. Basic

repairs of Facility components is also included in the preventative maintenance program, consisting of and basic parts/component replacement, repair of equipment, door repairs etc.

**1.9.3.2** Operation, Inspection and Maintenance of all boilers and hot water heaters in the Facilities in accordance with all applicable local, state and federal laws, rules, regulations and ordinances (including the City of Detroit's Ordinances).

**1.9.3.3** Heating, Ventilation, Air Conditioning ("HVAC")

- Maintenance, troubleshooting and repair of chillers, hot water and steam boilers systems.
- Perform preventive maintenance on district HVAC equipment, boilers, chillers, unit vents, R.T.U's, exhaust fans, on regularly scheduled basis.
- Perform Rule 27 boiler inspections
- Assist in utility outages which includes restarts following outages.
- Maintain and monitor School District's Facilities/Energy Management Systems.
- Provide energy management consultation services to the School District.

**1.9.3.4** Maintenance of all Plumbing components, fixtures and equipment, including repair and maintenance of domestic cold/hot water systems, toilets, urinals, sinks, drinking fountains, school sumps, water lines, drains, district irrigation systems, etc.

**1.9.3.5** Maintenance of all Electrical and Lighting components, fixtures and equipment, including troubleshooting and repair of ballasts, lights, photocells, clocks, fire panels, fire suppression systems, electrical outlets, light switches and controls, electric restroom fixtures, scoreboards, kitchen appliances, electrical panels, automatic doors, bleachers, electric basketball backboards, etc., and programming of Facility time clocks.

**1.9.3.6** Cleaning and maintenance of any swimming pools, including:

- Troubleshooting and repair of pumps, filters, feeders, valves, diving board, and all other mechanical aspects of swimming pool.
- Routine testing and maintaining of pool chemicals. (Pool operator's certification required).
- Perform preventive maintenance on pool and pool components.
- Perform shocking, backwashing, and draining of pool.

**1.9.3.7** Minor Carpentry and Painting work as requested by the Authority.

**1.9.3.8** Cleaning and Maintenance of all lockers, including re-combination of designated lockers on an annual basis (typically during the summer cleaning cycles).

- 1.9.3.9** The selection, evaluation, training, compensation, and retention of employees, including all labor, supervision, record keeping and management, necessary to maintain the Facilities in accordance with this RFP and the Contract.
- 1.9.3.10** Effective communication with the Authority including, but not limited to, the Authority administration and Board of Directors, building administrators, teachers and students.
- 1.9.3.11** Those duties and tasks set forth in the Attachments to this RFP which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP).
- 1.9.3.12** Manufacturers' Recommendations – The Contractor shall ensure that all applicable equipment manufacturers' recommendations for repair and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, equipment repair, replacement and maintenance etc.
- 1.9.3.13** The Contractor shall also provide corrective maintenance, consisting of a planned or unplanned maintenance activity designed to be a major repair/replacement an entire component of the equipment/systems, and return the equipment/systems to its normal operating condition, if said component of the equipment/systems has failed. The Authority shall be responsible for the costs for all parts for such corrective maintenance. If requested, Contractor will provide the labor for such corrective maintenance at no additional charge, if the corrective maintenance can be accomplished during Contractor's normal business hours. Labor needed during non-business hours (e.g., emergency) shall be at an additional charge as set forth in the Additional Services pricing in the Contract, or at a mutually agreed upon "project price" as negotiated by the Parties. The Contractor shall promptly notify the Authority Liaison in writing of any issues or problems which may result in corrective maintenance.

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

## **1.10. CONTRACTOR EMPLOYEES**

It must be understood that this RFP provides for the selection of a professional company to provide the Services for the Authority on an independent contractor basis. However, as noted in the Contract, the Authority may maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the Authority.

## II. **AUTHORITY OPERATIONAL INFORMATION**

This information is provided to assist the Contractor in evaluating the Authority and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Contractor. The following information and attachments to this RFP are a summary of the Authority's current anticipated operations and scope of custodial and grounds services and are provided so that the Contractor can sufficiently and effectively evaluate the Authority in submitting its Proposal. As a starting point, Contractors are to base their Proposal projections on at least providing the same type and frequency of these services and hours of Facility operation within the requirements of this RFP and the Contract. Going forward, the awarded Contractor is expected to use their expertise to further optimize the current operations and improve services. Unless specifically agreed to in writing, the successful Contractor is expected to meet or exceed all tasks outlined in Section 2.4 below.

### 2.1. **AUTHORITY FACILITIES INFORMATION**

The Authority will begin operation of fifteen (15) Facilities beginning July 1, 2012 in the City of Detroit. Included in ATTACHMENT A is the following information about the Authority's Facilities:

- a. 2011-2012 Anticipated Authority Calendar.
- b. Authority Hours of Operation for the Facilities.
- c. Authority Map showing locations of Facilities.
- d. Summary of the Facilities and their address/location.
- e. The Square Footage and pertinent information for each Facility.
- f. Scalable Drawings/Floor Plans of each Facility.

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

### 2.2. **FACILITY USAGE HOURS AND EVENTS**

The Authority's Facilities are used daily for both educational and extra-curricular activities. The Facilities are also used for various after-school and weekend activities. This is especially prevalent in the high schools.

### 2.3. **PERSONNEL INFORMATION**

The Authority currently does not employ any personnel for the provision of the Services contemplated in this RFP. The Authority is providing the information for the purposes of detailing the Authority's anticipated custodial, grounds and facility maintenance operations in order to better demonstrate the scope, manner and frequency of the Services expected by the Authority. It is expected that each Contractor will develop and present a detailed program in its Proposal under which the necessary Contractor personnel will perform the Services requested under this RFP and the Contract.

## 2.4. **REQUIRED DUTIES OF CONTRACTOR**

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

- a. Custodial Duties Detail and Frequency Schedules.
- b. Grounds Duties and Frequencies.
- c. Facility Maintenance Parameters.

## 2.5. **AUTHORITY SUPPLIES AND EQUIPMENT INFORMATION**

**2.5.1. Consumable Supplies.** The Contractor shall provide all consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners, salt/ice melt, athletic field supplies or related grounds supplies) (the “Consumable Supplies”), which are necessary for the performance of the Services. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each Authority Facility). For “core” supplies, the Contractor may be required to only use products approved by the Authority Liaison. The Contractor shall continue the Authority’s “green cleaning” initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the Authority Liaison. The Contractor will be required to keep an adequate inventory of Consumable Supplies at each Facility. The Contractor shall be responsible to procure any necessary fuel/oil for any mowers or snow blowers used to perform the Services.

**2.5.2. Cleaning Supplies.** The Contractor shall provide all cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the “Cleaning Supplies”) necessary for the performance of the Services. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of such Cleaning Supplies (including type and quantity of each Cleaning Supply for each Authority Facility). For “core” supplies, the Contractor may be required to only use products approved by the Authority Liaison. The Contractor shall continue the Authority’s “green cleaning” initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the Authority Liaison. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.

**2.5.3. Facility Maintenance Supplies.** The Contractor shall be responsible for securing all facility maintenance supplies and parts (e.g., filters, belts, hoses, valves, fixtures etc.) necessary to perform the preventative and corrective maintenance components of the Facility Maintenance Services through those vendors selected

and approved by the Authority. The Authority will provide the Contractor with a list of the approved vendors which may be utilized by the Contractor. The Contractor will be responsible for ordering all necessary supplies and parts through the applicable approved vendor. Invoicing and payment of these Facility Maintenance Services supplies and parts will be directly between the vendor and the Authority, provided however, the Contractor will be responsible for the payment of any orders of excess or incorrect supplies and parts placed by the Contractor, its employees or agents. allowed to use the existing inventory of cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the "Cleaning Supplies"), which will be made available to the Contractor by the Authority at no additional cost. The Contractor shall advise, and timely notify, the Authority of the required quantities of Facility Maintenance Supplies so that such supplies and materials are procured in a timely manner. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of such Facility Maintenance Supplies (including type and quantity of each Facility Maintenance Supply for each Authority Facility).

**2.5.4. Equipment:** It is the intent of this RFP that the Contractor must provide all equipment and small hand tools necessary to perform the Services. The Authority may maintain a computer at each Facility which will be utilized for the work-order systems and communication regarding Facility reservations, for example. Title to all equipment shall remain with the Contractor and all general and customary maintenance and repair for the equipment will be performed by Contractor at its sole cost and expense, except that the aforementioned computer(s), if any, will be maintained as part of the Authority's technology system for security purposes.

## **2.6. AUTHORITY POLICIES**

The Authority's Board of Directors has adopted various policies and procedures applicable to the usage of the Authority's Facilities. The Contractor will be required to abide by and comply with all applicable Authority policies and procedures.

## **III. CONTRACTUAL OBLIGATIONS**

### **3.1. FORM OF CONTRACT**

**3.1.1. Form of Contract:** This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the Authority. The Authority and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT C**. The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically

enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the Authority unless those exceptions or special conditions are expressly accepted by the Authority, and incorporated into the final Contract. Following the selection of the successful Contractor by the Authority, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the Authority's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the Authority relative to the provision of the Services. This information is provided to assist the Contractor in evaluating the Authority and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

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

### **3.2. CONTRACT CHARACTERISTICS**

**3.2.1. Contract Start-Up, Term and Termination:** The Contract shall commence as of July 1, 2012, and the initial term of the Contract shall be for three (3) years, ending June 30, 2015 (the "Initial Term"). The Authority shall have the option, in its sole and absolute discretion, to renew the Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the Authority (each a "Renewal Term" and collectively the "Renewal Terms"). The Contract may be terminated in accordance with the terms contained therein.

**3.2.2. Performance Bond and Insurance Certificates:** Within fifteen (15) days after receiving formal notification that the Contractor was awarded the Contract, the Contractor shall furnish the following to the Authority:

**3.2.2.1. Performance Bond:** If required by the Authority, a Performance Bond in the full amount of the first year's total cost of the Contract, by a qualified surety naming the Authority as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be licensed/authorized to do business in the State of Michigan and must be approved by the Authority. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the State of Michigan. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Paragraph, the Contractor must, as a precondition to continuing any Services

and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. New Performance Bonds must be submitted annually to the Authority unless the Authority, in writing to the Contractor, opts to waive this requirement. The Contractor shall indicate in their Proposal the annual charge which the Authority would be required to pay if the Authority chooses, in its sole discretion, to require a Performance Bond. The decision to require the Performance Bond rests in the sole discretion of the Authority.

**3.2.2.2. Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required by the Contract.

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

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

**3.2.4. Personnel/Staffing Levels:** Throughout the Initial Term, and any Renewal Term(s) which is/are exercised, the Contractor shall provide all personnel (including management, supervision, related administrative personnel and custodial, grounds and facility maintenance personnel) necessary for the provision of the Services under the Contract. The Contractor shall also recruit, background check (as required under the Contract), employ, train, compensate, and supervise all substitutes necessary for the Contract.

It is the Contractor's responsibility to maintain the standard of cleanliness specified in this RFP and the Contract and to provide a sufficient number of employees to ensure that the requirements of this RFP and the Contract are met and that each Facility is effectively cleaned and maintained on a daily basis in a manner satisfactory to the Authority, and that all Facilities are cleaned, open and operational during all hours of operation for the Facilities. Contractors shall familiarize themselves with the extent of the Authority's activities (both daily and weekend usage) and make preparations to provide staffing necessary to cover these events. Weekend coverage, if requested by the Authority, will be covered at an hourly rate.

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

#### **IV. PRICING QUOTES**

##### **4.1. COST INDEXING**

The Contractor's fee for all Services described in this RFP **MUST** be fixed for the Initial Term (years one (1), two (2) and three (3)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene at least twice annually with representatives of the Authority, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the

Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the Authority. The Contractor's pricing should be all inclusive, and include, but limited to, all management, labor (wages and benefits), costs of supplies and equipment, overhead and profit.

## 4.2. PRICING

- 4.2.1. Custodial Services Pricing:** The Authority is seeking Proposals that include the costs and pricing quotes for all Custodial Services, for **everyday** cleaning of "critical" areas (all Daily duties identified in the Attachments to this RFP), but **every-other-day** cleaning for areas identified in the Attachments to this RFP, and limited periodic cleaning of those areas of the Facilities not utilized by the Authority's educational programs. This pricing shall be fixed for all three (3) years of the Initial Term. This pricing shall also include the number of total man hours, as well as the total number of Full Time Equivalent ("FTE") personnel, included under the quoted pricing.
- 4.2.2. Grounds Services Pricing:** The Authority is seeking Proposals that include the costs and pricing quotes for all Grounds Services. This pricing shall be fixed for all three (3) years of the Initial Term. This pricing shall also include the number of total man hours, as well as the total number of Full Time Equivalent ("FTE") personnel, included under the quoted pricing.
- 4.2.3. Facility Maintenance Services Pricing:** The Authority is seeking Proposals that include the costs and pricing quotes for all routine preventative maintenance and repairs for the Facilities components and systems. This pricing shall be fixed for all three (3) years of the Initial Term. This pricing shall also include the number of total man hours, as well as the total number of Full Time Equivalent ("FTE") personnel, included under the quoted pricing. The Authority is also seeking hourly pricing for all major skilled trades services that would be charged for corrective maintenance services that fall outside the routine preventative maintenance services for the Facilities.
- 4.2.4. FTE Pricing:** Proposals should also include the amount the pricing would be increased/decreased if the Authority requested the addition/removal of ½ of an FTE, and 1 FTE, for each type of service.
- 4.2.5. Hourly Pricing:** The Authority is also seeking the per/hour charge for any services requested by the Authority, but outside of the scope of the Services. This shall include the straight hourly pricing, holiday, weekend and emergency pricing.
- 4.2.6. Expansion Pricing:** The Authority is seeking pricing on a "cost per square foot" basis to be used to develop the increase in Contractor's pricing under the Contract when the Authority expands its operations to additional buildings beginning in the 2013-14 school year. This cost per square foot pricing should include all costs for management, labor (including wages and benefits), cleaning and consumable supplies, costs for preventative maintenance services etc.
- 4.2.7. Consumable Supply Price Indexing:** The Authority is seeking pricing on a "cost per pupil" basis to be used to develop the increase/decrease in Contractor's

pricing under the Contract if the Authority's enrollment increases or decreases from its anticipated figures.

**4.2.8. Performance Bond:** The Authority is seeking the cost to supply a performance bond for the first year labor costs of the Contract.

**4.2.9. Cost Increases:** The Authority has the option, in its sole and absolute discretion, to extend the Contract on an annual basis for up to three (3) additional Renewal Terms. The Contractor shall provide its proposed pricing schedule for the upcoming Renewal Term at least 120 days prior to the end of the Initial Term, or respective Renewal Term. Notwithstanding the foregoing, compensation for any Renewal Term of the Contract shall be adjusted by the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Detroit Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. Any such increase, however, shall not exceed three percent (3%) in any Renewal Term or extension of said Contract.

## **V. PROPOSAL**

### **5.1. PROPOSAL FORMS**

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT D**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

### **5.2. PROPOSAL CHECKLIST**

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

- 5.2.1.** Letter of Introduction of Contractor and Contractor's Background and Qualifications.
- 5.2.2.** A detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 5.2.3.** List of K-12 school districts currently being serviced by Contractor.
- 5.2.4.** List of Contractor's References.
- 5.2.5.** Contractor's Verification of addenda to the RFP, if any.
- 5.2.6.** Contractor's Audited Financial Reports for most recent three (3) years.
- 5.2.7.** Contractor's In-Service training and Staff Educational Programs.
- 5.2.8.** Contractor's Bid Bond.
- 5.2.9.** Contractor's Insurance Certificate(s).
- 5.2.10.** Contractor's List of any and all Litigation or Regulatory Proceedings.
- 5.2.11.** Transition Plan/Implementation Schedule.
- 5.2.12.** Familial Disclosure Affidavit.

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**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES**  
**INDEX OF ATTACHMENTS**

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

**Attachment A – Authority Facilities Information**

- Sec 1 – 2012-2013 Anticipated Instructional Calendar
- Sec 2 – Summary of the Authority's Facilities
- Sec 3 – City of Detroit Boiler Ordinances
- Sec 4 – Floor Plans of each Facility<sup>1</sup>

**Attachment B – Custodial, Grounds and Facility Maintenance Duties/Frequencies**

- Sec 1 – Custodial Task/Frequency Chart
- Sec 2 – Grounds Services Detail
- Sec 3 – Facility Maintenance Detail

**Attachment C – Form of Contract**

**Attachment D – Proposal Pricing Form**

**Attachment E – Familial Disclosure Affidavit**

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<sup>1</sup> Scalable Drawings are only in electronic format and information regarding distribution thereof will be provided at the Pre-Proposal Conference.

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT A**

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT A-1**

# Education Achievement Authority of Michigan School Instructional Calendar 2012 - 2013 (Option B)

JULY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
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SEPTEMBER						
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30						

OCTOBER						
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NOVEMBER						
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DECEMBER						
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JANUARY						
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26	27	28	29	30	31	

Holidays
PD or Teacher Workday
Start/End of Academic Year
Parent - Teacher Conferences
Testing Dates

**July 2012**  
9-27 Principals' Institute

**August 2012**  
6-31- Staff Development

**September 2012**  
19 Student Contact Days  
3 Labor Day Holiday  
4 Students' First Day

**October 2012**  
22 Student Contact Days  
9-12 -State Testing  
15-17 -State Testing  
19 - Parent-Teacher Conferences

**November 2012**  
16 Student Contact Days  
6 - Professional Development  
19 - 23 Thanksgiving Holidays

**December 2012**  
15 Student Contact Days  
24- 31 - Winter Holidays

**January 2013**  
21 Student Contact Days  
1 - Winter Holidays  
21-Dr. Martin Luther King, Jr. Holiday

**February 2013**  
17 Student Contact Days  
18- Presidents' Day  
19 Professional Development  
20 Teacher Workday

**March 2013**  
19 Student Contact Days  
6-8- Testing Dates  
28 Parent Teacher Conferences  
29 Professional Development

**April 2013**  
17 Student Contact Days  
1-5 Spring Break

**May 2013**  
22 Student Contact Days  
27 Memorial Holiday

**June 2013**  
20 Student Contact Days

**July 2013**  
18 Student Contact Days  
1-4 Independence Week

**August 2013**  
4 Student Contact Days  
7-8 Teacher Workdays

First Quarter 52 Days  
Second Quarter 54 Days  
Third Quarter 52 Days  
First Quarter 52 Days

FEBRUARY						
S	M	T	W	T	F	S
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MARCH						
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31						

APRIL						
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MAY						
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JUNE						
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23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT A-2**

## EAA School Profile

EAA School Name	Address	Grade Config.	Projected Enrollment	Capacity	% Occupied w/pk	Year Built	Age Of Building 2011	Square Footage	Facility Condition Rating	Facility Score
Bethune	8145 Puritan Street	PK-8	678	1132	60%	1925	86	88,110	Poor	39
Burns	14350 Terry Street	PK-8	489	823	59%	1923	88	65,370	Fair	46
Central	2425 Tuxedo Street	9-12	851	1699	50%	1924	87	229,545	Good	90
Denby	12800 Kelly Road	9-12	1,149	1737	66%	1929	82	214,510	Fair	46
Ford High School	20000 evergreen Road	9-12	1,136	1871	61%	1956	55	270,218	Poor	36
Law	19411 Cliff Avenue	PK-8	652	1227	53%	2001	10	125,995	Good	100
Mumford	17525 Wyoming	9-12	896	1500	60%	2012	0	239,000	Good	100
Murphy	23901 Fankell Street	PK-8	542	774	70%	1963	48	107,591	Fair	49
Noian Elementary/ Middle	1150 E. Lantz Street	PK-8	564	1183	48%	1926	85	112,432	Fair	44
Pershing	18875 Ryan Road	9-12	925	2207	42%	1929	82	249,694	Poor	36
Phoenix Academy	7735 Lane Street	PK-8	372	907	41%	1916	95	112,628	Poor	39
Scott, Brenda	18400 Hoover	PK-8	734	1152	64%	2003	8	147,620	Good	100
Southeastern	3030 Fairview Street	9-12	1,230	1722	71%	1914	97	264,527	Good	77
Stewart	13120 Wildemere Street	K-8	458	903	51%	1925	86	71,350	Fair	49
Tix	13700 Bringard Drive	PK-8	344	659	52%	1944	67	48,208	Poor	31
<b>Total</b>			<b>11,020</b>	<b>19,496</b>	<b>57%</b>			<b>2,346,798</b>		

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT A-3**

ORDINANCE NO. 705-G  
CHAPTER 11

BOILER AND PRESSURE  
VESSEL ORDINANCE

AN ORDINANCE regulating the safe design, construction, installation, alteration, repair, inspection testing, maintenance and licensing of boilers, pressure vessels and appurtenances thereof in the City of Detroit, and to repeal all ordinances and regulations inconsistent with any of the provisions of this Ordinance.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT, MICHIGAN:

ARTICLE I

SCOPE, PURPOSE AND APPEALS

Sec. 1.0. Scope. This Ordinance covers the design, construction, installation, alteration, repair, inspection, testing, maintenance and licensing of boilers, pressure vessels and appurtenances thereof. This Ordinance does not apply to boilers on railroad locomotives operated, maintained and inspected by trunk railroad lines; to pressure vessels used for the keeping and storage of compressed gases and attached as an auxiliary of locomotives, street or railway cars, water-borne craft, motor vehicles, and motor drawn vehicles; and pressure vessels which are under the jurisdiction of, and constructed, marked, maintained, tested and inspected in accordance with, the regulations of the U.S. Department of Transportation. This Ordinance does not apply within the scope of the following Detroit Ordinances: Anhydrous Ammonia Ordinance, Gas Systems for Welding and Cutting Ordinance, Hazardous Gases Ordinance, Liquefied Petroleum Gases Ordinance, and Refrigerating Systems Ordinance. This Ordinance is intended to include all boilers and pressure vessels owned by The City of Detroit.

Sec. 1.1. ASME Standard. All boilers and pressure vessels shall be designed, constructed, inspected, installed, and maintained in accordance with the provisions of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, adopted for the purpose of this Ordinance in Sec. 7.5., including Section I, Power Boilers; Section II, Material Specifications; Section III, Nuclear Power Plant Components; Section IV, Heating Boilers; Section V, Nondestructive Examination; Section VI, Recommended Rules for Care and Operation of Heating Boilers; Section VII, Recommended Rules for Care of Power Boilers; Section VIII, Pressure Vessels; Section IX, Welding Qualifications; and Section X, Fiberglass-Reinforced Plastic Pressure Vessels, except as modified by rules in

this Ordinance. This Code provides safety for life, limb and property.

Sec. 1.2. Purpose. The purpose of this Ordinance is to provide safety for life, limb and property. Where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship or involve practical difficulties, the Board of Rules shall have power upon appeal in specific cases to authorize such variation, or modification of the terms of this Ordinance as will not be contrary to the public interest and so that the spirit of this Ordinance shall be observed, public safety secured, and substantial justice done.

Sec. 1.3. Existing Installations. Existing installations, if in good repair, may be continued in their present form and capacity rating provided such installations present no apparent hazard through methods of installation or operation or in their design. Where alterations or changes are proposed or made, the Department shall have the power to prohibit such alteration or to require such other additions and alterations or changes as it deems necessary for the safe operation of such altered equipment. If the Department finds such existing installation to be in a hazardous condition, or if the design or method of operation in combination with devices used is considered inherently dangerous or there is an immediate hazard to those operating or using such equipment, it shall be the duty of the Department to make such inspections or order such tests as are deemed necessary to determine the condition of the equipment and to order such alterations or additions as are deemed necessary to eliminate the hazardous condition existing.

Sec. 1.4. Appeal from Rulings. Any person aggrieved by any decision, ruling or order of the Commissioner may appeal for relief to the Board of Rules. Such appeal shall be made within ten (10) days after the decision, ruling or order complained of by filing with the Commissioner a notice of appeal directed to the Board of Rules, specifying the grounds thereof and the relief prayed for. The Commissioner shall forthwith transmit to the Board of Rules all papers constituting the record upon which the decision, ruling or order is appealed.

Sec. 1.5. Hearing Before Board of Rules. The Board of Rules shall fix a time for hearing of the appeal, give due notice thereof to the parties in interest and then decide the question. When it is clearly evident that safety is assured, such appeal shall act as a stay of any decision, ruling or order until either approved, modified or set aside by the Board of Rules. A fee as specified in Section 3.2., shall be deposited with the Department at the time the appeal is filed, and if paid by

check or money order, it shall be made payable to the Treasurer of the City of Detroit. The Board of Rules, upon hearing such appeal shall either affirm, modify or set aside any such decision, ruling or order. The Department shall refund the fee if a decision is rendered in favor of the appellant.

## ARTICLE II DEFINITIONS

For the purpose of this Ordinance the following definitions shall apply:

Sec. 2.1. Accident. A mishap resulting in death or injury to persons or structural damage to or by equipment covered by this Ordinance.

Sec. 2.2. Alteration. A change in the structural design, assembly, shape or function of pressure - carrying parts of boilers and pressure vessels.

Sec. 2.3. Approved. That which the Commissioner designates acceptable as a device, apparatus or method which by demonstration and/or test has proven workable and safe for its intended use.

Sec. 2.4. Appurtenance. An accessory used or required in connection with a boiler or pressure vessel, such as a safety valve, water column, blowoff valves, pressure gage, etc.

Sec. 2.5. Board of Rules. The Board of Rules of the Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.6. Boiler. A pressure vessel containing a liquid and in which vapor is generated and/or pressure is developed by the application of heat resulting from the conversion of any form of energy, shall be classed as a boiler.

For the purpose of this Ordinance the above shall be the definition of a boiler together with the following: superheaters, whether integral or separately fired; economizers, all boiler appurtenances within the requirements of the ASME Boiler and Pressure Vessel Code and this Ordinance; all piping and fittings connecting the boiler drums to the superheater or superheaters, if any; all piping from the boiler inlet and outlet connections up to and including the stop valve or valves required by the ASME Boiler and Pressure Vessel Code; all feed piping and fittings starting with the inlet valve to the economizer, if any, to the boiler drum; all boiler blow - off piping and fittings from the boiler proper, water walls, if any, economizers, if any, to and including the valve or valves as required by the ASME Boiler and Pressure Vessel Code.

EXCEPTIONS: Directly - fired low - pressure hot water heaters used for purposes other than space heating, whose self - contained capacity does not exceed one hundred twenty (120)

gallons, shall not be considered boilers for purposes of this Ordinance. A continuous coil water heater or a forced circulation continuous coil steam generating apparatus having no fixed steam and water line shall not be considered a boiler for purposes of this Ordinance. Continuous coil water heaters and steam generating apparatus are those consisting of a continuous coil of pipe or tubing without the use of headers or fabricated drums. Such apparatus shall, however, be designed and constructed for the pressure carried and shall be equipped with approved safety valves and appliances.

Sec. 2.7. Commissioner. The Commissioner of the Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.8. Department. The Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.9. Heating Surface. This shall mean the heating surface determined in accordance with the applicable Sections of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, adopted for the purpose of this Ordinance in Sec. 7.6. When the heating surface of a boiler is not readily determinable, it shall be calculated from the minimum required safety or safety relief valve relieving capacity. When neither heating surface nor minimum required safety or safety relief valve relieving capacity is readily determinable, the heating surface shall be calculated by dividing the boiler output rating in BTU per hour by 3350.

Sec. 2.10. High - Pressure Boiler. A boiler in which the maximum allowable working pressure for steam or other vapor exceeds fifteen (15) psig; or, where vapor is not generated, a boiler in which the liquid temperature exceeds two - hundred and fifty (250) degrees F, or the liquid pressure exceeds one - hundred and sixty (160) psig.

Sec. 2.11. Hot Water Boiler. A boiler in which vapor is not generated during normal operation.

Sec. 2.12. Low - Pressure Boiler. A boiler in which the maximum allowable working pressure for steam or other vapor is limited to fifteen (15) psig; or, where vapor is not generated, a boiler in which the liquid temperature does not exceed two - hundred and fifty (250) degrees F, and the liquid pressure does not exceed one - hundred and sixty (160) psig.

Sec. 2.13. Machine Part. A pressure - carrying component is an approved machine part when it is incorporated in the initial design of a machine and is an integral part of the machine.

Sec. 2.14. Major Repairs. This shall mean repairs or alterations involving one or more of the pressure - carrying parts of boilers, pressure vessels or

related equipment. These include changes in structural design, assembly, shape or function of pressure-carrying parts of boilers and pressure vessels, and the replacement or addition of metal involving the strength of the boiler or pressure vessel.

Sec. 2.15. Minor Repairs. This shall mean the caulking of riveted seams; mechanically securing other joints; internal and external cleaning; repair of boiler furnace refractory, baffles and settings; the replacement of removable parts such as manhole and handhole plates, washout and inspection plugs, gaskets, packing and threaded piping, valves and appurtenances; and other operations incidental to the normal maintenance of equipment in a safe and serviceable condition.

Sec. 2.16. Person. The word "person" where used herein shall mean every natural person, firm, co-partnership, association or corporation and their legal successors.

Sec. 2.17. Pressure Piping. A continuous container subjected to internal or external fluid pressure whose primary function is to transport fluid or transmit pressure from one location within a pressure system to another. A device in a piping system which serves such purposes as mixing, snubbing, cooling, distributing or controlling of flow is considered an integral part of the piping system and therefore pressure piping, provided that the longitudinal seams of the device are prefabricated by an approved pipe manufacturer.

Sec. 2.18. Steam Boiler. A boiler in which steam or other vapor is generated during normal operation.

Sec. 2.19. Unfired Pressure Vessel. A tank, vessel, or receptacle (other than a boiler, pressure piping or approved machine part) and its appurtenances for the keeping, transfer, or use under pressure, of steam, vapor, compressed air, gas, and/or liquid. Jurisdiction over piping external to a pressure vessel shall terminate at the first circumferential joint for welding end connections, the face of the first flange in bolted flange connections, or the first threaded joint in threaded connections.

A tank, vessel or receptacle shall not be considered a pressure vessel for the purpose of this Ordinance if:

- (a) It contains a liquid having a flash point of over 200 F, as determined by the Pensky-Martens Closed Cup Tester, or
- (b) It contains a fluid which exists as a liquid at an absolute pressure not higher than 40 psi at 70F, or
- (c) It contains liquids, as described in (a) of this Section, and air entrapped at atmospheric pressure, which air is compressed solely by incidental hydraulic effect of influent liquid.

(d) It is used to apply pressure for the dispensing of proprietary liquid products, provided the operating pressure does not exceed one hundred (100) psig.

(e) It has an inside diameter of six (6) inches or less.

Sec. 2.20. Water Tank. A tank containing only water under pressure, including those containing air entrapped at atmospheric pressure, the compression of which serves only as a cushion.

### ARTICLE III PERMITS AND FEES

Sec. 3.0. Permits. No person shall hereafter install, inaugurate the use of, or make major repairs to boilers, pressure vessels and appurtenances thereto, as described in (a), (b) and (c) of this Section without first paying a fee as provided in Sec. 3.2, and securing a permit from the Department; except that repair permits will not be required for repairs on cast iron heating or hot-water supply boilers, which repairs shall be performed at the discretion of the owners of the boilers; and provided further that, in cases of emergency, the permit shall be obtained within seventy-two (72) hours from the time that the equipment was repaired, installed or put into use.

(a) High-pressure boilers.

(b) Low-pressure boilers having a heating surface greater than 300 square feet.

(c) Unfired pressure vessels having an allowable pressure of more than thirty (30) pounds per square inch gage, except water tanks.

Sec. 3.1. Application for Permit. Permit applications shall be made on forms provided by the Department and shall contain sufficient information for a proper description of the equipment which is being repaired, installed or put into use.

Sec. 3.2. Fees. The fees for permits, licenses, special inspections and appeal shall be as determined by the Board of Rules, subject to the following maximum amounts:

Installation or	
Major Repair Permit	50.00
Use License	50.00
Appeal Fee for Hearing before	
Board of Rules	25.00
Special or	
Shop Inspection	50.00

Sec. 3.3. Certificate of Overtime Inspection. A Certificate of overtime inspection must be obtained for all services provided by the Department during periods other than regular working hours.

Sec. 3.4. Collection of Fees. The fees for permits, licenses, etc., required under the provisions of this Ordinance, shall be collected by the Bureau of Licenses and Permits of the Department.

**ARTICLE IV  
ENFORCEMENT AND  
INSPECTION**

**Sec. 4.0. Enforcement.** Only persons holding a Certificate of Competency and a valid Commission as an inspector of boilers and pressure vessels shall make inspections of equipment covered by this Ordinance. The Department shall, subject to the regulations of the Civil Service Commission of the City of Detroit, employ sufficient personnel for proper enforcement of this Ordinance.

**Sec. 4.1. Right of Entry.** The Commissioner and his authorized assistants shall have the power during reasonable hours to enter any building within the City of Detroit for the purpose of examining equipment covered by this Ordinance. The holder of the use license shall provide such assistance as is required by the inspector in making the inspection.

**Sec. 4.2. Frequency of Inspections.** The Commissioner and his authorized assistants are hereby empowered to:

(a) Make an inspection of all boilers and pressure vessels which require permits under the provisions of this Ordinance.

(b) Make internal inspections and external inspections annually of all high - pressure boilers, low - pressure boilers having a heating surface greater than 300 square feet, and unfired pressure vessels heated with any medium having an allowable pressure of more than thirty (30) pounds per square inch gage.

(c) Make internal inspections and external inspections biennially of all unheated, unfired pressure vessels whose allowable pressure exceeds thirty (30) pounds per square inch gage, except water tanks.

(d) Make special hydrostatic pressure tests of boilers as described in Sec. 4.3.

(e) Make inspections and tests as are deemed necessary for the purpose of safety or enforcement of this Ordinance.

(f) Issue orders for major repairs, minor repairs, the replacement or the closing down of unsafe equipment, and the correction of unsafe conditions and of violations of this Ordinance.

**Sec. 4.3. Special Hydrostatic Pressure Tests.** All high pressure boilers shall be subjected to a special hydrostatic pressure test at one and one half (1½) times the allowable pressure in the presence of an inspector from the Department, followed by an internal inspection, when having attained the age of twenty - five (25) years in the case of boilers having longitudinal lap seams and thirty (30) years in the case of all other boilers. The special hydrostatic

pressure test shall be applied approximately every three (3) years thereafter, as determined necessary by the Department.

Boilers shall be prepared for the special hydrostatic pressure test as indicated below:

(a) Riveted boilers shall have all riveted seams and boiler supports exposed. In addition, other normally inaccessible parts subject to leakage, cracking or deterioration, such as heads, boiler nozzles, and blow - off piping shall be exposed.

(b) Welded boilers shall have all mud drums, lower water wall headers, boiler supports, and riveted seams, riveted attachments and threaded connections exposed.

(c) The Department may order the exposure of additional boiler parts, and the removal of rivets, butt straps or other boiler parts should the condition of the boiler warrant.

**Sec. 4.4. Stamping on Boilers and Pressure Vessels.** Upon making the original inspection of equipment requiring periodic inspections under this Ordinance, except that constructed of cast iron, the inspector shall stamp a serial number on the vessel proper with a 5/16 - inch steel stencil for the purpose of permanent identification. The location of the stamped serial number shall be recorded on the inspection data report. The symbol used to identify all such numbering shall be a five - pointed star placed immediately before and after the serial number. Such stamping shall identify the vessel as inspected by the City of Detroit and shall be applied only by duly authorized inspectors from the Department.

The letter "Q" when stenciled adjacent to the serial number, shall indicate that the particular vessel has been rejected for further use until the disqualifying conditions have been corrected and the rejection symbol removed by an authorized inspector from the Department.

Serial numbers and other stampings required for identification of equipment shall not be concealed, altered, made illegible, or removed, except by an inspector from the Department or under his direction.

**Sec. 4.5. Reports of Inspectors.** The inspectors of the Department shall make a written report of each inspection and file same in the records of the Department. When requested, a copy of such report shall be mailed to the holder of the use license.

**Sec. 4.6. Equipment Found Unsafe.** If upon inspection of equipment covered by this Ordinance such equipment should be found in an unsafe condition, the Department shall thereupon serve a written notice of the findings upon the holder of the

use license stating a time when repairs must be completed, except that where the work or repairs required is in the nature of an emergency, the neglect of which would endanger human life, the equipment shall be sealed out of service upon order of the Department as provided in Sec. 4.7, and such work or repairs shall be ordered to be done at once. After the serving of such notice, it shall be the duty of the holder of the use license to proceed within the time allowed to make such repairs or changes as are necessary to place said equipment in a safe condition, and it shall be unlawful to operate such equipment after the date stated in such notice, except where an extension of time, in writing, has been secured from the Department, unless such repairs or changes have been made and the equipment accepted by the Department.

Sec. 4.7. Power to Seal Equipment Out of Service. The Department, in addition to the penalties provided in Sec. 7.0., shall have the power to order the closing down of any boiler or pressure vessel covered by this Ordinance for the following reasons:

(a) For failure to secure a use license or to renew such license;

(b) When in case of emergency, in the opinion of the inspector, any equipment covered by this Ordinance is in such condition as to render it unsafe for operation;

(c) For wilful failure to comply with orders issued by the Department for the correction of violations.

Sec. 4.8. Notice of Order to Seal Out of Service. Before ordering the sealing of any boiler or pressure vessel out of service, the Department, except in case of emergency, shall serve written notice upon the holder of the use license or the person having control or management of such equipment, stating its intention to order the sealing of the equipment out of service and the reasons therefor.

Sec. 4.9. Unlawful to Remove Seal. Any device ordered sealed out of service by the Department shall be plainly marked with a sign or tag indicating the reason for such closing down, and any defacing or removal of such sign or tag, or any tampering with or removal of such seal without the approval of the Department, shall constitute a violation of this Ordinance.

Sec. 4.10. Waiver of Inspections. The Department may, at its discretion, waive the periodic inspections required by this Ordinance, on unfired pressure vessels not heated by any medium, provided:

(a) A written request for such waiver, clearly identifying the equipment to be waived, is made by the owner, and

(b) Periodic inspection of the

equipment is not currently due or overdue, and

(c) There is no pending notice of violation from the department pertaining to the equipment, and

(d) The vessels are inspected by an inspector, employed by an insurance company authorized to do business in the State of Michigan, who is commissioned by the department to inspect boilers and pressure vessels in the City of Detroit, and

(e) The department is notified promptly, in writing, of the termination of insurance or a change in insurance company.

Sec. 4.11. Insurance Company Inspectors. Insurance company inspectors shall be examined by the Commissioner or his authorized assistants who shall certify as to their qualifications to inspect boilers and pressure vessels in the City of Detroit. If found qualified, the inspector shall be issued a letter of commission from the department, authorizing him to inspect boilers and pressure vessels in the City of Detroit. Such commission may be revoked by the department for cause. The City of Detroit shall pay no salary or fee to such inspectors.

Sec. 4.12. Authority of Department. The Commissioner or his authorized assistants shall have the power to inspect unfired pressure vessels not heated by any medium, the inspections of which have been waived, under the provisions of this Ordinance, if he believes such inspection is warranted.

Sec. 4.13. Reports of Waived Inspections. Detroit - commissioned inspectors inspecting unfired pressure vessels not heated by any medium, the inspections of which have been waived under the provisions of this Ordinance, shall make reports of their inspections to the department covering the condition of such unfired pressure vessels and orders made covering defects found.

Sec. 4.14. Rescission of Waivers. Waiver of periodic inspections shall be rescinded if inspections are not made and reported within thirty (30) days following notification by the department that inspections are due. Unfired pressure vessels on which waiver of periodic inspections is rescinded shall forthwith be prepared for inspection and such inspections shall be made by inspectors of the department.

Sec. 4.15. Condition of Waived Equipment. It shall be the duty of Detroit - commissioned inspectors to promptly submit a written report to the department of the failure of boiler or pressure vessel users and/or owners to keep boilers, pressure vessels, and appurtenances safe and in proper condition. Authorized insurance companies employing Detroit - commissioned inspectors shall promptly report to the department, in writing, their inability

to obtain compliance of boiler or pressure vessel users and/or owners in the observance of regulations; and it shall be the duty of the Department to enforce the regulations.

**ARTICLE V  
USE LICENSE,  
REPAIRS AND ACCIDENTS**

Sec. 5.0. Use License Required. No person shall use or cause to be used any equipment which is subject to annual or biennial inspection under the provisions of this Ordinance without first securing a license for such use from the Department. The license, in the case of such equipment installed, or whose use is inaugurated, under current installation permit requirements and not previously inspected by the Department, will be issued by the Department without charge after inspection and approval of the equipment. The license shall be renewable, upon payment of a fee as provided in Sec. 3.2., on the date established by the Board of Rules. Failure to secure such license or to renew an existing license shall constitute a violation of this Ordinance.

Sec. 5.1. Repairs and Alterations. Any repair work performed on, or alterations made to, boilers or pressure vessels as covered by this Ordinance, or their appurtenances, which may affect the safe operation thereof, shall be subject to the approval of the Department. The person having control of the equipment shall notify the Department prior to making major repairs or alterations and, at the discretion and request of the Department, shall submit detailed drawings and specifications of same.

Where welding is used in making major repairs or alterations, it shall be performed in accordance with the requirements of the applicable Section of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, adopted for the purpose of this Ordinance in Sec. 7.6.

Sec. 5.2. Notification of Accident by Licensee. The holder of the use license or the person having control or management of any device covered by this Ordinance shall notify the Department within seventy-two (72) hours of the report to the licensee or his agent of every accident involving personal injury or damage to apparatus on or about or in connection with such device and shall afford the Department every facility for investigating such accident or damage.

Sec. 5.3. Unlawful to Use Equipment Following Accident. Where an accident involves the failure, breakage, damage, or destruction of any part of the apparatus or mechanism which affects the safe

operation of the equipment, it shall be unlawful to use such device until after an examination by a representative of the Department and approval of such equipment for continued use.

**ARTICLE VI  
INSTALLATION REQUIREMENTS**

Sec. 6.0. General. The requirements in this Article are intended to supplement the requirements as provided in the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, adopted for the purpose of this Ordinance in Sec. 7.6. Where any requirements of the above-mentioned Code are in conflict with the requirements of this Article, the requirements of this Article shall apply.

Sec. 6.1. Low Water Safety Alarm. Each high pressure steam boiler having a fixed safe liquid level shall have at least one low water safety alarm of a type easily tested by the Department without interfering with the operation of the boiler, the alarm to be so connected with the boiler that the low water alarm will start to sound when the liquid level is at a point not less than one-half ( $\frac{1}{2}$ ) inch above the lowest visible part of the water gage glass, and will continue to sound until the liquid level is restored to that point.

The foregoing requirement need not be enforced by the Department in the case of miniature boilers equipped with an approved fusible plug.

Sec. 6.2. Interconnection of Multi-Pressure Boilers. When boilers of different maximum allowable working pressures with minimum safety-valve settings varying more than 6 per cent are connected to a common steam main, the boiler or boilers allowed the lower pressure shall be protected by additional safety-valve capacity, if necessary, on the lower pressure side of the system. The additional safety valve capacity shall be based upon the maximum amount of steam which can flow into the lower pressure system. The additional safety valves shall have at least one valve set at a pressure not to exceed the lowest allowable pressure and the other valves shall be set within a range not to exceed 3 per cent above that pressure. All boilers connected through a common system of piping to a boiler or boilers having higher allowable pressures shall also be equipped with an automatic non-return valve set next to the boiler in each intercommunicating steam outlet connection.

Sec. 6.3. Gages for Pressure Vessels. Each pressure vessel or system of pressure vessels shall be provided with means to indicate internal pressure. The dials of pressure gages or approved graphic pressure recorders shall be designed and able to indicate pressure up to at least one and one-

half (1/2) times the pressure at which the safety valves or relieving devices are set to function.

Sec. 6.4. Low Water Fuel Cutoff. An automatic low water fuel cutoff may be installed on automatically fired boilers provided that the low water fuel cutoff is designed and approved for at least the pressure at which the safety valves or relief valves are set.

Sec. 6.5. Limit Control. Each automatically fired steam boiler or hot water boiler shall be provided with at least one means of automatically shutting off the fuel supply when the limits of pressure or temperature, respectively, as specified in the official Heating Ordinance of the City of Detroit, are exceeded.

Sec. 6.6. Accessibility. Boilers, pressure vessels and their appurtenances shall be readily accessible for inspection, operation, maintenance and service in a manner acceptable to the Department.

Sec. 6.7. Authority of Other Departments. Nothing in this Ordinance shall be construed as limiting the authority of this Department or other Departments in making inspections under their respective regulations. All applicable Ordinances and regulations of the City of Detroit shall be adhered to.

#### ARTICLE VII

#### PENALTIES, SEVERABILITY, SAVING AND REPEAL CLAUSES

Sec. 7.0. Penalties. Any person, or anyone acting in behalf of said person, violating any of the provisions of this Ordinance or any rules, regulations or codes lawfully promulgated or adopted hereunder, shall upon conviction thereof be subject to a fine of not more than Five Hundred (\$500.00) Dollars or to imprisonment for a period of not more than ninety (90) days, or to both such fine and imprisonment in the discretion of the Court. Each day that a violation of this Ordinance is continued or permitted to exist without compliance shall constitute a separate offense punishable upon conviction in the manner prescribed in this Section.

Sec. 7.1. Interference with Department Personnel as Violation. Any person or persons who shall refuse to comply with or who shall assist in the violation of any of the provisions of this Ordinance, or who, in any manner hinders, obstructs, delays, resists, prevents or in any manner interferes with the Inspectional Personnel of the Department in the performance of any duty herein imposed, or shall refuse to permit such inspectors to perform their duty by refusing them entrance at reasonable hours to buildings or places for the purpose of enforcement of this Ordinance, shall be subject to the fines and penalties herein provided.

Sec. 7.2. Additional Violations. In addition to other violations specified hereinbefore, it shall be a violation of this Ordinance to render ineffective any safety device or alarm covered by this Ordinance, or to so neglect or abuse equipment covered by this Ordinance as to render it unsafe.

Sec. 7.3. Severability. If any clause, sentence, paragraph or part of this Ordinance, or the application thereof to any person, firm, corporation or circumstance, shall for any reason be adjudged by a Court of competent jurisdiction to be unconstitutional or invalid, said judgement shall not affect, impair or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, or circumstance, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgement shall have been rendered and to the person, firm, corporation or circumstance involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid provision not been included.

Sec. 7.4. Saving Clause. Any prosecution arising from a violation of any Ordinance repealed herein, which prosecution may be pending at the time this Ordinance becomes effective, or any prosecution which may be started within one (1) year after the date of effect of this Ordinance in consequence of any violation of any Ordinance repealed herein which violation was committed previous to the date of effect of this Ordinance, shall be tried and determined exactly as if such Ordinance had not been repealed.

Sec. 7.5. Repeal Clause. Ordinance No. 278-E, as amended by Ordinances Numbers 449-E, 243-F, 300-F, 627-F and 587-G; Ordinance No. 415-E, as amended by Ordinances Numbers 451-E, 792-E, 900-E, 172-F, 241-F, 301-F, 433-F, 675-F, 722-F, 114-G and 588-G; Ordinance No. 418-E, as amended by Ordinances Numbers 450-E, 864-E, 242-F, 299-F and 586-G; and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Sec. 7.6. Legality of Adopting Codes by Reference. Whereas Section 117.3, Sec. 3(k) of the Compiled Laws of 1948, of the State of Michigan; as amended, provides that each city shall have power, whether so provided in its charter or not, to adopt by reference in an Ordinance any Boiler Code or Boiler Operation Code which has been promulgated by an organization or association which is organized and conducted for the purpose of developing any such code; Provided, that such code is clearly identified in the adopting Ordinance and its

purpose published with the said ordinance and that printed copies thereof are kept in the office of the City Clerk available for inspection by and distribution to the public at all times; and provided further, that a complete copy of such code is available for public use and inspection at the office of the City Clerk, and that the said publication shall also contain a notice to that effect.

That notice is hereby given that complete copies of the Codes of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, 1971 Edition, including Section I, Power Boilers; Section II, Material Specifications; Section III, Nuclear Power Plant Components; Section IV, Heating Boilers; Section V, Nondestructive Examination; Section VI, Recommended Rules for Care and Operation of Heating Boilers; Section VII, Recommended Rules for Care of Power Boilers; Section VIII, Pressure Vessels; Section IX, Welding

Qualifications; and Section X, Fiberglass-Reinforced Plastic Pressure Vessels; heretofore adopted as public records of the City of Detroit, containing definitions, specifications and material standards for the construction, installation, inspection and operation of boilers and pressure vessels, are hereby adopted by reference. Notice is hereby given that complete copies thereof are available for public use and inspection at the office of the City Clerk.

Sec. 7.7. Immediate Effect Clause. This Ordinance is hereby declared necessary for the preservation of the peace, health, safety, and welfare of the people of the City of Detroit and is hereby given immediate effect.

(JCC p. 1372-3, June 8, 1972)  
Passed June 22, 1972.  
Approved June 27, 1972.  
Published July 3, 4, 5, 1972.  
Effective July 4, 1972.

GEORGE C. EDWARDS  
City Clerk

ORDINANCE NO. 706-G  
CHAPTER 11-A  
STATIONARY ENGINEER, BOILER  
OPERATOR AND REFRIGERATION  
OPERATOR  
LICENSING ORDINANCE

AN ORDINANCE regulating the operation of boilers, steam prime movers, refrigerating systems, and appurtenances, auxiliaries and equipment thereof in the City of Detroit; regulating the examination and issuance of licenses to personnel operating said apparatus; and to repeal all ordinances and regulations inconsistent with any of the provisions of this Ordinance.  
IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT, MICHIGAN:

**ARTICLE I**  
**SCOPE, PURPOSE AND APPEALS**

Sec. 1.0. Scope. This Ordinance applies to the operation of boilers, steam prime movers, refrigerating systems, and appurtenances, auxiliaries and equipment thereof, by providing for the examination and licensing of qualified personnel operating said apparatus and specifying the conditions under which said apparatus may be operated, except as hereinafter specified. This Ordinance does not apply to railroad locomotives operated, maintained and inspected by trunk railroad lines. This Ordinance is intended to include all boilers and pressure vessels owned by the City of Detroit.

Sec. 1.1. Purpose. The purpose of this Ordinance is to provide safety for life, limb and property. Where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship or involve practical difficulties, the Board of Rules shall have power upon appeal in specific cases to authorize such variation, or modification of the terms of this Ordinance as will not be contrary to the public interest and so that the spirit of this Ordinance shall be observed, public safety secured, and substantial justice done.

Sec. 1.2. Existing Licenses. The licenses of all Detroit - licensed stationary engineers, portable steam equipment operators, boiler operators and refrigeration operators, which were valid and in force at the time this Ordinance becomes effective, shall remain valid and in force and shall be subject to the same administrative requirements (fees, renewal, etc.) as licenses issued under

this Ordinance.

Sec. 1.3. Appeal From Rulings. Any person aggrieved by any decision, ruling or order of the Commissioner may appeal for relief to the Board of Rules. Such appeal shall be made within ten (10) days after the decision, ruling or order complained of by filing with the Commissioner a notice of appeal directed to the Board of Rules, specifying the grounds thereof and the relief prayed for. The Commissioner shall forthwith transmit to the Board of Rules all papers constituting the record upon which the decision, ruling or order is appealed.

Sec. 1.4. Hearing Before Board of Rules. The Board of Rules shall fix a time for hearing of the appeal, give due notice thereof to the parties in interest and then decide the question. When it is clearly evident that safety is assured, such appeal shall act as a stay of any decision, ruling or order until either approved, modified or set aside by the Board of Rules. A fee as specified in Section 7.7. shall be deposited with the Department at the time the appeal is filed, and if paid by check or money order, it shall be made payable to the Treasurer of the City of Detroit. The Board of Rules, upon hearing such appeal, shall either affirm, modify or set aside any such decision, ruling or order. The Department shall refund the fee if a decision is rendered in favor of the appellant.

Sec. 1.5. Authority of Other Departments. Nothing in this Ordinance shall be construed as limiting the authority of this Department or other Departments of the City of Detroit in making inspections under their respective regulations. All applicable Ordinances and regulations of the City of Detroit shall be adhered to.

**ARTICLE II**  
**DEFINITIONS**

For the purpose of this Ordinance the following definitions shall apply:

Sec. 2.0. Approved. That which the Commissioner designates acceptable as a device, apparatus or method which by demonstration and/or test has proven workable and safe for its intended use.

Sec. 2.1. Attending Licensed Operator. The licensed operator who is designated by the person having control or management of the equipment, property or premises to operate equipment covered by this Ordinance, and who is physically available to the extent required to

fulfill the post of duty requirements of the Ordinance.

Sec. 2.2. Board of Rules. The Board of Rules of the Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.3. Boiler. A pressure vessel containing a liquid and in which vapor is generated and/or pressure is developed by the application of heat resulting from the conversion of any form of energy shall be classed as a boiler.

For the purpose of this Ordinance the above shall be the definition of a boiler together with the following: superheaters, whether integral or separately fired; economizers; all boiler appurtenances within the requirements of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code and this Ordinance; all piping and fittings connecting the boiler drums to the superheater or superheaters, if any; all piping from the boiler inlet and outlet connections up to and including the stop valve or valves required by the American Society of Mechanical Engineers Boiler and Pressure Vessel Code; all feed piping and fittings starting with the inlet valve to the economizer, if any, to the boiler drum; all boiler blow-off piping and fittings from the boiler proper, water walls, if any, economizers, if any, to and including the valve or valves as required by the American Society of Mechanical Engineers Boiler and Pressure Vessel Code.

EXCEPTIONS: Directly - fired low - pressure hot water heaters used for purposes other than space heating, whose self - contained capacity does not exceed one hundred twenty (120) gallons, shall not be considered boilers for purposes of this Ordinance. A continuous coil water heater or a forced circulation continuous coil steam generating apparatus having no fixed steam and water line shall not be considered a boiler for purposes of this Ordinance. Continuous coil water heaters and steam generating apparatus are those consisting of a continuous coil of pipe or tubing without the use of headers or fabricated drums. Such apparatus shall, however, be designed and constructed for the pressure carried and shall be equipped with approved safety valves and appliances.

Sec. 2.4. Commissioner. The Commissioner of the Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.5. Department. The Department of Buildings and Safety Engineering of the City of Detroit.

Sec. 2.6. Heating Surface. This shall mean the heating surface determined in accordance with the applicable Sections of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code. When the heating surface of a boiler is not readily determinable, it shall be calculated from the minimum required safety or safety relief valve relieving capacity. When neither heating surface nor minimum required safety or safety relief valve relieving capacity is readily determinable, the heating surface shall be calculated by dividing the boiler output rating in BTU per hour by 3350.

Sec. 2.7. High - Pressure Boiler. A boiler in which the maximum allowable working pressure for steam or other vapor exceeds fifteen (15) psig; or, where vapor is not generated, a boiler in which the liquid temperature exceeds two - hundred and fifty (250) degrees F, or the liquid pressure exceeds one - hundred and sixty (160) psig.

Sec. 2.8. Horsepower.

(a) Horsepower of a Refrigerating System. The aggregate of the horsepower of all motors or engines connected to refrigerant - moving components in a single refrigerating system, as determined from the manufacturer's nameplate data or as calculated using accepted engineering methods.

(b) Horsepower of a Steam Prime Mover. The steam engine or turbine horsepower of a steam prime mover, as determined from the manufacturer's nameplate data or as calculated using accepted engineering methods.

Sec. 2.9. Hot Water Boiler. A boiler in which vapor is not generated during normal operation.

Sec. 2.10. License. A document granted by the Department to a natural person, permitting him to operate boilers and their associated fuel burning equipment, steam prime movers or refrigerating systems coming within the scope of this Ordinance.

Sec. 2.11. Licensed Operator in Responsible Charge. The licensed operator who is selected and designated by the person having control or management of the equipment property or premises to assume full charge while on duty for the complete and safe operation of

equipment covered by this Ordinance.

Sec. 2.12. Low - Pressure Boiler. A boiler in which the maximum allowable working pressure for steam or other vapor is limited to fifteen (15) psig; or, where vapor is not generated, a boiler in which the liquid temperature does not exceed two - hundred and fifty (250) degrees F, and the liquid pressure does not exceed one - hundred and sixty (160) psig.

Sec. 2.13. Person. The word "person" where used herein shall mean every natural person, firm, co - partnership, association or corporation and their legal successors.

Sec. 2.14. Portable Steam Equipment. Locomotives (other than railroad locomotives operated, maintained and inspected by trunk railroad lines), and boilers and steam prime movers whose operation and settings are such that they can be readily transported.

Sec. 2.15. Post of Duty. The station or place to be occupied by a person licensed under this Ordinance while carrying out his assigned duties and responsibilities.

Sec. 2.16. Refrigerant. A substance used to produce refrigeration by its expansion or vaporization, except water or air.

Sec. 2.17. Refrigerating System. A combination of interconnected refrigerant - containing parts constituting one closed refrigerant circuit in which a refrigerant other than water or air is circulated for the purpose of extracting heat.

Sec. 2.18. Steam Boiler. A boiler in which steam or other vapor is generated during normal operation.

Sec. 2.19. Steam Prime Mover. An engine or turbine which receives its energy from steam and converts it into mechanical power which is then applied to drive machinery.

### ARTICLE III OPERATOR REQUIREMENTS FOR BOILER PLANTS AND STEAM PRIME MOVERS

Sec. 3.0. Classification of Licenses. There shall be seven (7) grades of licenses to cover the operation of boilers and/or steam prime movers. These licenses shall be designated as Miniature Boiler Operator, Low Pressure Boiler Operator, High Pressure Boiler Operator, Portable Steam Equipment Operator, Third Class Stationary Engineer, Second Class Stationary Engineer and First Class Stationary Engineer.

Sec. 3.1. "Licensed Operator in

Responsible Charge" Required. Except as provided in Sections 3.11 and 3.12, it shall be unlawful to operate a boiler plant and/or steam prime movers as specified in this Article without a "Licensed Operator in Responsible Charge" thereof, possessing the license indicated or a higher classification of license.

Sec. 3.2. Miniature Boiler Operator License. Miniature Boiler Operator License shall be limited to boilers which do not exceed any of the following:

(a) Sixteen (16) inches inside diameter of shell,

(b) Five (5) cubic feet gross volume, exclusive of casing and insulation,

(c) One hundred (100) psig maximum allowable working pressure.

Sec. 3.3. Low Pressure Boiler Operator License. Low Pressure Boiler Operator License shall be limited to low-pressure boiler plants having an aggregate of not more than 5,000 square feet of boiler heating surface.

Sec. 3.4. High Pressure Boiler Operator License. High Pressure Boiler Operator License shall be limited to boiler plants of all pressures having an aggregate of not more than 4000 square feet of boiler heating surface and an aggregate of not more than 10 steam engine-turbine horsepower, in addition to the necessary auxiliaries required for boiler operation.

Sec. 3.5. Portable Steam Equipment Operator. Portable Steam Equipment Operator License shall be limited to steam locomotives and portable steam boilers up to 2,000 square feet of heating surface, and portable steam operated equipment up to an aggregate of 150 horsepower. When either of these limits are exceeded, the appropriate grade of license (at least a Third Class Stationary Engineer License) as prescribed by the provisions of this Ordinance shall be required.

An operator who possesses a Third Class, Second Class or First Class Stationary Engineer License may operate portable steam equipment regulated by this Ordinance.

Sec. 3.6. Third Class Stationary Engineer License. Third Class Stationary Engineer License shall be limited to boiler plants having an aggregate of not more than 7,500 square feet of boiler heating surface and an aggregate of not more than 100 steam engine-turbine horsepower.

Sec. 3.7. Second Class Stationary

Engineer License. Second Class Stationary Engineer License shall be limited to boiler plants having an aggregate of not more than 20,000 square feet of boiler heating surface and an aggregate of not more than 200 steam engine-turbine horsepower.

Sec. 3.8. First Class Stationary Engineer License. First Class Stationary Engineer License shall be unlimited in all categories.

Sec. 3.9. "Attending Licensed Operator" for Boiler Plants. Persons serving as "Attending Licensed Operator" of boiler plants under the direction of the "Licensed Operator in Responsible Charge" may operate boiler plants covered by the license of the latter, provided that the "Attending Licensed Operator" possesses at least a Low Pressure or High Pressure Boiler Operator License, commensurate with the designated pressure classification of the boiler plant.

Sec. 3.10. "Attending Licensed Operator" for Steam Prime Movers. Persons serving as "Attending Licensed Operator" of steam prime movers under the direction of the "Licensed Operator in Responsible Charge" may operate steam prime movers covered by the license of the latter, provided that the "Attending Licensed Operator" possesses at least a Third Class Stationary Engineer License.

Sec. 3.11. Operation Outside of Normal Business Hours. The presence of a licensed operator shall not be required when the premises served by steam boilers or hot water boilers are not normally occupied or are not in use for the conduct of business or industry, as for example, nights, weekends and holidays, when the premises are closed to operations or public usage, provided the following requirements are met:

(a) The aggregate heating surface of the boiler plant shall not exceed 1500 square feet, and

(b) Steam boilers shall be equipped with approved safety valves set and stamped to relieve at not more than fifteen (15) psig; and hot water boilers shall be equipped with approved safety relief valves set and stamped to relieve at not more than one-hundred and sixty (160) psig; and

(c) An approved automatic means of feeding water into the boilers shall be provided, and

(d) Boilers shall be equipped with an approved pressure control with a maximum setting not to exceed 90

% of the setting of the safety valves or safety relief valves; and, in addition, hot water boilers shall be equipped with an approved temperature control with a maximum setting of 250 F; and

(e) An approved control, requiring manual re-setting, shall be installed which will shut off the fuel and air supply in the event of low water, and

(f) During this period the boilers shall be used only for space heating, indirect hot water supply heating, and/or the maintaining of temperatures of idle processes, and

(g) Such method of operation shall not be put into effect until written request is submitted to, and written permission has been granted by, the Department.

Sec. 3.12. Exceptions. The provisions of this Article shall not apply to low-pressure steam boiler plants having 300 square feet or less of boiler heating surface, nor to hot water heating and hot water supply boilers having 1000 square feet or less of boiler heating surface.

#### ARTICLE IV POST OF DUTY: BOLLER PLANTS AND STEAM PRIME MOVERS

Sec. 4.0. General. Except as otherwise permitted in this Ordinance, the presence of a licensed operator, continuously maintaining the post of duty specified herein, shall be required when boilers or steam prime movers are in operation. Boilers shall be considered in operation unless the fuel supply has been positively cut off so that no more fuel will be introduced into the firing chamber, either automatically or manually; and the air supplied the firing chamber is below that used under normal conditions; and the pressure in the boiler continues to approach atmospheric.

Sec. 4.1. Low-Pressure Steam Boiler Plants. The post of duty of the "Attending Licensed Operator" of low-pressure steam boiler plants shall be as follows:

(a) In plants having an aggregate of more than 1000 square feet of heating surface, the post of duty of the "Attending Licensed Operator" shall be in the room in which the boilers are located and in immediate adjoining rooms, if so arranged, which contain the auxiliaries pertinent to the operation of said boilers, provided the wall openings between the auxiliary and boiler rooms are readily accessible for passage,

visibility and audibility, in the opinion of the Department.

(b) In plants having an aggregate of more than 750 but not more than 1000 square feet of heating surface, the post of duty of the "Attending Licensed Operator" shall be as described in (a) above, provided that he may be absent from the room in which the boilers are located for not more than 60 consecutive minutes when the safety of the plant is not jeopardized by his absence, in the opinion of the Department.

(c) In plants having an aggregate of not more than 750 square feet of heating surface, the post of duty of the "Attending Licensed Operator" shall be on the premises, provided that the absence of the "Attending Licensed Operator" from the boiler room does not jeopardize the safe operation of the plant, in the opinion of the Department.

Sec. 4.2. Hot Water Boilers. The post of duty of the "Attending Licensed Operator" of hot water boilers which require attendance by licensed personnel under the provisions of this Ordinance shall be on the premises.

Sec. 4.3. High-Pressure Steam Boiler Plants. The post of duty of the "Attending Licensed Operator" of high-pressure steam boiler plants shall be in the room in which the boilers are located and in immediate adjoining rooms, if so arranged, which contain the auxiliaries pertinent to the operation of said boilers, provided the wall openings between the auxiliary and boiler rooms are readily accessible for passage, visibility and audibility, in the opinion of the Department.

Sec. 4.4. Steam Prime Mover Plants. The post of duty of the "Attending Licensed Operator" of steam prime mover plants shall be within the plant itself.

Sec. 4.5. Licensed Operator in Responsible Charge. The post of duty of the "Licensed Operator in Responsible Charge" of boiler plants or steam prime mover plants shall be within the plant itself. When he must also serve as "Attending Licensed Operator", his post of duty shall be maintained as specified elsewhere in this Article. When other operators, serving as "Attending Licensed Operators", are on duty under the "Licensed Operator in Responsible Charge", the latter may absent himself from his post of duty for the purpose of performing his regularly assigned duties for reasonable periods, provided that the time absent is not

more than two (2) hours at a time nor more than a total of four (4) hours in any eight-hour period, and provided that his absence does not jeopardize the safe operation of the plant, in the opinion of the Department.

Sec. 4.6. Portable Steam Equipment. The post of duty of the operator of portable steam equipment, shall be within sight, easy reach, and hearing distance of the equipment, and in no case more than 100 feet away from the equipment.

Sec. 4.7. Unsuitable Arrangements or Duty Assignments. If the arrangement of the building structures housing boilers, steam prime movers and their accessories, auxiliaries and regulating equipment are unsuitable for safe operation; or the equipment in the auxiliary rooms for boilers or steam prime movers is inadequate; or the assigned duties of the required licensed operating personnel are inconsistent with policies and practices conducive to safe operation, a correction of the offending conditions shall be made in a manner acceptable to the Department.

Sec. 4.8. Illegal Actions. A licensed operator shall not leave his post of duty except as otherwise permitted herein, nor shall he relinquish his responsibilities for the operation of boilers or steam prime movers to a person not licensed in accordance with the requirements of this Ordinance.

A person having control or management of boiler plants or steam prime movers shall not operate or cause to be operated such apparatus contrary to the requirements of this Ordinance, nor shall he allow or require the necessary licensed personnel to leave their post of duty except as permitted in this Ordinance.

## ARTICLE V OPERATOR REQUIREMENTS AND

### POST OF DUTY FOR REFRIGERATING SYSTEMS

Sec. 5.0. Classification of Licenses. There shall be three (3) classes of licenses to cover the operation of refrigerating systems, which licenses shall be designated, in ascending order of precedence, as Third Class Refrigeration Operator, Second Class Refrigeration Operator and First Class Refrigeration Operator. Third and Second Class Refrigeration Operator Licenses shall be limited to the refrigerants for which application has been made in securing the license. A

First Class Refrigeration Operator License shall be unlimited to include all refrigerants.

Sec. 5.1. "Licensed Operator in Responsible Charge" Required. Except as provided in Sections 5.8. and 5.9., it shall be unlawful to operate refrigerating systems as specified in this Article without a "Licensed Operator in Responsible Charge" thereof, possessing the license indicated or a higher classification of license, for the refrigerant involved.

Sec. 5.2. Third Class Refrigeration Operator. Refrigerating systems, the largest of which contains not more than five hundred (500) pounds of refrigerant, or is driven by motors or engines of not in excess of one hundred twenty-five (125) horsepower, shall be under the supervision of a "Licensed Operator in Responsible Charge" possessing at least a Third Class Refrigeration Operator License.

Sec. 5.3. Second Class Refrigeration Operator. Refrigerating systems, the largest of which contains not more than one thousand (1000) pounds of refrigerant, or is driven by motors or engines of not in excess of two hundred fifty (250) horsepower, shall be under the supervision of a "Licensed Operator in Responsible Charge" possessing at least a Second Class Refrigeration Operator License.

Sec. 5.4. First Class Refrigeration Operator. Refrigerating systems exceeding the limitations specified in Section 6.3. shall be under the supervision of a "Licensed Operator in Responsible Charge" possessing a First Class Refrigeration Operator License.

Sec. 5.5. "Attending Licensed Operator" for Refrigerating Systems. Persons serving as "Attending Licensed Operator" of refrigerating systems under the direction of the "Licensed Operator in Responsible Charge" may operate refrigerating systems covered by the license of the latter, provided that the "Attending Licensed Operator" possesses at least a Third Class Refrigeration Operator License.

Sec. 5.6. Post of Duty; Systems Requiring Third Class Refrigeration Operators. The post of duty for an operator of refrigerating systems which require a Third Class Refrigeration Operator as the "Licensed Operator in Responsible Charge" thereof, shall be on the premises in which the systems are located.

Sec. 5.7. Post of Duty; Systems Requiring Second or First Class Refrigeration Operators. The post of duty for operators of refrigerating systems which require a Second or First Class Refrigeration Operator as the "Licensed Operator in Responsible Charge" thereof shall be as follows:

(a) "Licensed Operator in Responsible Charge". The post of duty of the "Licensed Operator in Responsible Charge" of refrigerating systems shall be within the room or area containing such systems. When he must also serve as "Attending Licensed Operator", his post of duty shall be maintained as specified in (b) of this Section. When other operators, serving as "Attending Licensed Operators", are on duty under the "Licensed Operator in Charge", the latter shall be on the premises but may absent himself from his post of duty for the purpose of performing his regular assigned duties for reasonable periods, provided that the time absent is not more than two (2) hours at a time nor more than a total of four (4) hours in any eight-hour period, and provided that his absence does not jeopardize the safe operation of the equipment in the opinion of the Department.

(b) "Attending Licensed Operator". The post of duty of the "Attending Licensed Operator" of refrigerating systems shall be within the room or area containing such systems, provided that the operator may be absent for a period of not more than fifteen (15) consecutive minutes during any one hour for the purpose of checking or adjusting parts, auxiliaries or appurtenances of the systems.

Sec. 5.8. Operation Outside of Normal Business Hours. The presence of a licensed operator shall not be required when the premises served by refrigerating systems are not normally occupied or are not in use for the conduct of business or industry, as for example, nights, weekends and holidays, when the premises are closed to operations or public usage. Such method of operation shall not be put into effect until written request is submitted to, and written permission has been granted by, the Department.

Sec. 5.9. Exceptions. The provisions of this Article shall not apply to:

(a) Refrigerating systems containing not more than two hundred fifty (250) pounds of

refrigerant and driven by motors or engines of not in excess of fifty (50) horsepower.

(B) Refrigerating systems employing only air or water as a refrigerant.

Sec. 5.10. Unsuitable Arrangements or Duty Assignments. If the arrangement of the building structures housing refrigerating systems and their accessories, auxiliaries and regulating equipment are unsuitable for safe operation, or the assigned duties of the required licensed operating personnel are inconsistent with policies and practices conducive to safe operation, a correction of the offending conditions shall be made in a manner acceptable to the Department.

Sec. 5.11. Illegal Actions. A licensed operator shall not leave his post of duty except as otherwise permitted herein, nor shall he relinquish his responsibility for the operation of refrigerating systems to a person not licensed in accordance with the requirements of this Ordinance.

A person having control or management of refrigerating systems shall not operate or cause to be operated such apparatus contrary to the requirements of this Ordinance, nor shall he allow or require the necessary licensed personnel to leave their post of duty except as permitted in this Ordinance.

#### ARTICLE IV QUALIFICATIONS OF APPLICANTS FOR LICENSE

Sec. 6.0. Age. Applicants for all licenses regulated by this Ordinance shall have attained a minimum of nineteen (19) years of age.

Sec. 6.1. Health Requirements. The applicant for a license or its renewal shall possess such physical and mental capacities as to perform the duties covered by his license without endangering life and property. The Department shall have the authority to require medical certification of the health of the applicant.

Sec. 6.2. Substantiation of Experience. The Department shall have the authority to require substantiation of professed experience by means of affidavits from present or previous employers or by other acceptable documentary evidence.

Sec. 6.3. Applicants Holding Non-Detroit Licenses. Applicants for Detroit licenses holding active recognized licenses as Boiler Operator, Portable Steam Equipment Operator, Stationary Engineer or Refrigeration Operator, issued by any other

governmental subdivision or agency, may qualify for examination for a class or grade of license commensurate with the experience requirements for, and limitations of, the non-Detroit license which they hold, provided all other requirements are complied with.

Sec. 6.4. Experience Requirements for Miniature Boiler Operator License. An applicant for Miniature Boiler Operator License shall have had at least one (1) month experience in the operation of any type of high-pressure boiler.

Sec. 6.5. Experience Requirements for Low Pressure Boiler Operator License. An applicant for Low Pressure Boiler Operator License shall have been actively employed in connection with the operation or maintenance of low or high pressure boilers, steam prime movers or their auxiliaries for a minimum of one (1) year.

Sec. 6.6. Experience Requirements for High Pressure Boiler Operator License. An applicant for High Pressure Boiler Operator License shall have been actively employed in connection with the operation or maintenance of low or high pressure boilers, steam prime movers or their auxiliaries for a minimum of two (2) years, or shall possess a Low Pressure Boiler Operator License and have been actively employed as such an operator for a minimum of one (1) year.

Sec. 6.7. Experience Requirements for Portable Steam Equipment Operator License. An applicant for Portable Steam Equipment Operator License shall have had at least one (1) year of experience in the operation of high pressure boilers or steam prime movers.

Sec. 6.8. Experience Requirements for Third Class Stationary Engineer License. An applicant for Third Class Stationary Engineer License shall meet one of the following experience requirements:

(a) He shall possess a High Pressure Boiler Operator License and shall have had at least one (1) year of experience as such an operator, or

(b) He shall possess a Low Pressure Boiler Operator License with at least one (1) year of experience as such an operator, together with at least one (1) year of maintenance experience on high-pressure boilers and boiler auxiliary apparatus.

(c) He shall possess a High Pressure Boiler Operator License, and his experience shall include at least one (1) year in the operation of a high-pressure boiler plant

having an aggregate heating surface of more than 4,000 square feet, as a boiler maintenance man or as an apprentice in an approved training program, or

(d) He shall have at least three (3) years of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 4,000 square feet, the foregoing experience to be established by documented evidence from present and previous employers, or

(e) He shall have at least one (1) year of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 4,000 square feet, plus sufficient experience in the actual operation of steam prime movers in excess of 10 horsepower to make a total of at least three (3) years, the foregoing experience to be established by documented evidence from present and previous employers, or

(f) He shall have at least one (1) year of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 4,000 square feet, plus sufficient experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of 4,000 square feet or less to make a total of at least three (3) years, the foregoing experience to be established by documented evidence from present and previous employers.

Sec. 6.9. Experience Requirements for Second Class Stationary Engineer License. An applicant for Second Class Stationary Engineer License shall meet one of the following experience requirements:

(a) He shall possess a Third Class Stationary Engineer License and shall have had at least one (1) year of experience as such a stationary engineer, or

(b) He shall be an engineering graduate of a college of recognized standing and have been actually employed in the engineering or research division of a steam-electric power generating plant for at least one (1) year, or

(c) He shall have at least four (4) years of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more

than 7,500 square feet, the foregoing experience to be established by documented evidence from present and previous employers, or

(d) He shall have at least one (1) year of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 7,500 square feet, plus sufficient experience in the actual operation of steam prime movers in excess of 100 horsepower to make a total of at least four (4) years, the foregoing experience to be established by documented evidence from present and previous employers, or

(e) He shall have at least one (1) year of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 7,500 square feet, plus sufficient experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 4,000 square feet to make a total of at least four (4) years, the foregoing experience to be established by documented evidence from present and previous employers.

Sec. 6.10. Experience Requirements for First Class Stationary Engineer License. An applicant for First Class Stationary Engineer License shall meet one of the following experience requirements:

(a) He shall possess a Second Class Stationary Engineer License and shall have had at least two (2) years of experience as such a stationary engineer, or

(b) He shall have at least six (6) years of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 20,000 square feet, the foregoing experience to be established by documented evidence from present and previous employers, or

(c) He shall have at least two (2) years of experience in the actual operation of boilers in a high-pressure boiler plant having an aggregate heating surface of more than 20,000 square feet, plus sufficient experience in the actual operation of steam prime movers in excess of 200 horsepower to make a total of at least six (6) years, the foregoing experience to be established by documented evidence

from present and previous employers, or

(d) He shall have at least two (2) years of experience in the actual operation of boilers in a high - pressure boiler plant having an aggregate heating surface of more than 20,000 square feet, plus sufficient experience in the actual operation of boilers in a high pressure boiler plant having an aggregate heating surface of more than 7,500 square feet of heating surface to make a total of at least six (6) years, the foregoing experience to be established by documented evidence from present and previous employers.

Sec. 6.11. Experience Requirements for Third Class Refrigeration Operator. An applicant for Third Class Refrigeration Operator License shall have had at least three (3) months of experience in the operation of non - domestic refrigeration equipment; or he shall have satisfactorily completed an acceptable course in the operation, servicing, installation, repair or maintenance of non - domestic refrigerating systems, as established by completion letters or certificates.

Sec. 6.12. Experience Requirements for Second Class or First Class Refrigeration Operator. An applicant for Second Class or First Class Refrigeration Operator License shall have had at least two (2) years of experience in the operation of non - domestic refrigerating systems; or he shall be an engineering graduate of a college of recognized standing, or shall have satisfactorily completed an acceptable course in refrigerating engineering, as established by completion letters or certificates indicating in detail his schedule of time and studies, and shall have had at least one (1) year of experience in the operation or construction of non - domestic refrigerating systems.

#### ARTICLE VII

#### EXAMINATION, ISSUANCE, SUSPENSION AND REVOCATION OF LICENSES, FEES

Sec. 7.0. Application. Application for license shall be made on forms furnished for such purpose by the Department. Applications shall be typewritten or in ink, shall contain such information as may be deemed pertinent in determining the eligibility of the applicant for examination, and shall be in affidavit form. Documentary evidence of professed experience, where required in Article VII, shall be submitted at

the time application for license is made.

Sec. 7.1. References. Each application submitted shall bear the signatures of two (2) persons who are acquainted with the character and habits of the applicant.

Sec. 7.2. Examination Required. Written and oral examinations shall be administered by Departmental personnel after payment of the examination fees as provided in Sec. 7.7. No license shall be issued to an applicant until he has passed the required examinations. The examinations for Third Class Refrigeration Operator, Portable Steam Equipment Operator and all grades of Boiler Operator License shall be oral and applicants failing this examination shall wait at least ninety (90) days before again applying for examination. The examinations for Third Class, Second Class and First Class Stationary Engineer and for Second Class and First Class Refrigeration Operator shall be both written and oral, provided that the applicant shall attain a predetermined score in the written examination (as set by the Department) before he becomes eligible for the oral examination. Applicants who fail either the written examination or the subsequent oral examination shall wait at least ninety (90) days from the date of the written examination before again applying for examination.

The Department shall have the authority in specific cases to make such modification of the waiting periods between examinations as will not be contrary to the public interest and so that the spirit of this Ordinance shall be observed.

Sec. 7.3. Examination Content. Examinations shall cover, as applicable, boilers, steam prime movers and refrigerating systems and their appurtenances, accessories and auxiliaries, fuels and fuel burning equipment, basic electricity, controls and instrumentation, feed water treatment, piping, safety measures, characteristics of refrigerants, and other subjects relating to the safe and proper care and operation of boiler plants, steam prime movers and refrigerating systems.

Sec. 7.4. Issuance and Expiration of License. An applicant who has passed the required examinations shall be issued the appropriate license upon payment of a fee provided in Section 7.7. Licenses shall expire one year from the date of issue and, unless renewed within sixty (60) days

thereafter, shall be void.

Sec. 7.5. Display of License. All licenses shall be prominently displayed in the area containing the equipment operated by the licensee, except that the operator of portable steam equipment shall have the license in his possession when engaged in the operation of such equipment.

Sec. 7.6. Renewal, Suspension and Revocation. A license issued under the provisions of this Ordinance may be suspended or revoked by the Commissioner upon recommendation of the Chief Safety Engineer of the Department. The causes for which a license may be suspended or revoked shall be fraudulent application, intemperance, incompetency, neglect of duty, failure to keep apparatus in safe working order or turning over operating equipment to a non-licensed or improperly licensed person.

Such suspension or revocation shall be made in the following manner: the licensee shall be given a seven day's notice in writing that his license will be suspended or revoked, and the reason or reasons therefore, unless good cause is shown to the contrary at a hearing provided before the Chief Safety Engineer of the Department. Pending the hearing the Commissioner may forthwith suspend such license if the circumstances, in his judgment, warrant such action. After the hearing, the Chief Safety Engineer of the Department shall make a recommendation to the Commissioner who may suspend or revoke the license if such action, in his judgment, is in the best interests of the people of the City of Detroit.

A person whose license has expired or has been suspended or revoked shall not operate equipment covered by this ordinance until such expired license has been renewed or such suspended or revoked license has been reinstated.

Sec. 7.7. Fees. The fees for examinations, licenses and appeals shall be determined by the Board of Rules, subject to the following maximum amounts:

Examination .....	\$12.00
License .....	12.00
Appeal Fee for	
Hearing before	
Board of Rules .....	25.00

**ARTICLE VIII  
PENALTIES, SEVERABILITY,  
SAVING AND REPEAL CLAUSES**

Sec. 8.0. Penalties. Any person, or anyone acting in behalf of said

person, violating any of the provisions of this Ordinance or any rules, regulations or codes lawfully promulgated or adopted hereunder, shall upon conviction thereof be subject to a fine of not more than Five Hundred (\$500.00) Dollars or to imprisonment for a period of not more than ninety (90) days, or to both such fine and imprisonment in the discretion of the Court. Each day that a violation of this Ordinance is continued or permitted to exist without compliance shall constitute a separate offense punishable upon conviction in the manner prescribed in this Section.

Sec. 8.1. Authority of Department Personnel. The Commissioner or his authorized assistants shall have the right to enter the premises at any reasonable time for the purpose of making an inspection of equipment or operations covered by this Ordinance or to ascertain conditions relative thereto, and shall be empowered to issue orders for the correction of unsafe conditions and of violations of this Ordinance.

Sec. 8.2. Interference with Department Personnel as Violation. Any person or persons who shall refuse to comply with or who shall assist in the violation of any of the provisions of this Ordinance, or who, in any manner hinders, obstructs, delays, resists, prevents or in any manner interferes with the Inspectional Personnel of the Department in the performance of any duty herein imposed, or shall refuse to permit such inspectors to perform their duty by refusing them entrance at reasonable hours to buildings or places for the purpose of enforcement of this Ordinance, shall be subject to the fines and penalties herein provided.

Sec. 8.3. Severability. If any clause, sentence, paragraph or part of this Ordinance, or the application thereof to any person, firm, corporation or circumstance, shall for any reason be adjudged by a Court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations or circumstance, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation or circumstances

involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid provision not been included.

Sec. 8.4. Saving Clause. Any prosecution arising from a violation of any Ordinance repealed herein, which prosecution may be pending at the time this Ordinance becomes effective, or any prosecution which may be started within one (1) year after the date of effect of this Ordinance in consequence of any violation of any Ordinance repealed herein which violation was committed previous to the date of effect of this Ordinance, shall be tried and determined exactly as if such Ordinance had not been repealed. Licenses issued in accordance with any Ordinance repealed herein shall continue in force and shall be renewable in accordance with the provisions of this Ordinance.

Sec. 8.5. Repeal Clause. Ordinance

No. 278-E, as amended by Ordinances Numbers 449-E, 243-F, 300-F and 627-F; Ordinance No. 416-E, as amended by Ordinances Numbers 451-E, 792-E, 900-E, 172-F, 241-F, 301-F, 422-F, 675-F, 722-F and 114-G; Ordinance No. 416-E, as amended by Ordinances Numbers 450-E, 854-E, 242-F and 299-F; Ordinance No. 279-E; and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Sec. 8.6. Immediate Effect Clause. This Ordinance is hereby declared necessary for the preservation of the peace, health, safety and welfare of the people of the City of Detroit and is hereby given immediate effect.

(JCC p. 1372-3, June 6, 1972)

Passed: June 22, 1972.

Approved: June 27, 1972.

Published: July 3, 4, 5, 1972.

Effective: July 4, 1972.

GEORGE C. EDWARDS,  
City Clerk

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT A-4**

**TO BE PROVIDED AT PRE-PROPOSAL CONFERENCE**

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE**  
**SERVICES**

**ATTACHMENT B**

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT B-1**

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 CLASSROOMS BASED ON EVERY OTHER DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Empty Pencil Sharpener		X			
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Dust/Clean Computers			X		Keep free of dust and dirt accumulation
*Clean Chalkboards/Whiteboards		X			Do not clean any areas indicating “SAVE”
Clean Erasers (if applicable)				X	Use a wet cloth or vacuum
Clean/Wipe Student Desks			X		Remove graffiti, tape, glue and gum, etc.
Clean Sink/Drinking Fountain	X				
Clean Counter Areas		X			
Check Dispensers	X				Replenish supplies as needed
Clean Entrance Door Glass		X			
Spot Clean Walls/Doors			X		
Clean Door Handles			X		
Vacuum Carpeted Areas		X			
Dust Mop Floor		X			
Spot Mop Floor				X	
Spot Clean Carpeting				X	
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book
<b>Portable Classrooms</b> Sweep Ramp/Salt and Shovel				X	Pending weather conditions

NOTES

“AS NEEDED” refers to the visual appearance and condition which requires the task to be completed.

“Promethean Boards (Interactive White Boards) are cleaned by the instructional staff...clean with damp cloth or baby wipes. **NO CHEMICALS!!!**

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 EARLY CHILDHOOD, KINDERGARTEN, SPECIAL EDUCATION, HOME-ECONOMIC CLASSROOMS BASED ON DAILY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Empty Pencil Sharpener	X				
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Dust/Clean Computers			X		Keep free of dust and dirt accumulation
*Clean Chalkboards/Whiteboards	X				Do not clean any areas indicating “SAVE”
Clean Erasers (if applicable)				X	Use a wet cloth or vacuum
Clean/Wipe Student Desks	X				Remove graffiti, tape, glue and gum, etc.
Clean Sink/Drinking Fountain	X				
Clean Counter Areas	X				
Check Dispensers	X				Replenish supplies as needed
Clean Entrance Door Glass	X				
Spot Clean Walls/Doors			X		
Clean Door Handles	X				
Vacuum Carpeted Areas	X				
Dust Mop Floor	X				
Mop Floor - Completely	X				
Spot Clean Carpeting				X	
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND POOL AREA BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Sweep Floor/Flush Toilets & Urinals	X				
Empty Trash/Sanitary Receptacles	X				Replace Liner as needed
Disinfect/Clean Toilets & Urinals	X				Use a “Red” Johnny Mop
Disinfect/Clean Sinks	X				Use a “Blue” Johnny Mop
Clean Walls and Showerheads			X		Use tile and grout cleaner as needed
Check Dispensers	X				Replenish supplies as needed
Clean Mirrors and Door Handles	X				
Clean Partitions			X		Remove graffiti/marks
Dust and Clean Horizontal Surfaces			X		
Spot Clean Walls and Doors			X		
Clean Locker Tops		X			
Clean Locker Fronts				X	Remove graffiti/marks
Clean Vents/Exhaust Fans				X	Keep free of dust and dirt accumulation
Floor Drains/Add Water			X		This procedure prevents sewer gas odors
Mop Floor	X				
Auto Scrub and Mop Pool Deck	X				
Clean Bleachers				X	Sweep/dust mop and wet mop
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 OFFICE, MEDIA CENTER AND LARGE GROUP INSTRUCTION AREAS BASED ON EVERY OTHER DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Pencil Sharpener		X			
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Dust/Clean Computers			X		Keep free of dust and dirt accumulation
*Clean Chalkboards/Whiteboards		X			Do not clean any areas indicating “SAVE”
Clean Erasers (if applicable)				X	Use a wet cloth or vacuum
Clean Desks/Tables			X		Do not touch or remove anything
Clean Office Phones			X		
Clean Counter Areas		X			
Clean Sink/Drinking Fountain	X				
Check Dispensers	X				Replenish supplies as needed
Spot Clean Walls/Doors			X		
Clean Door Handles			X		
Clean Windows/Glass		X			
Vacuum Carpeted Areas		X			
Dust Mop Floor		X			
Spot Mop Floor				X	
Spot Clean Carpeting				X	
Restrooms	X				Refer to restroom procedures
Clinic Areas	X				Disinfect beds and mop floor daily
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 AUDITORIUM AND LECTURE ROOMS BASED ON EVERY OTHER DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Pencil Sharpener		X			
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
*Clean Chalkboards/Whiteboards		X			Do not clean any areas indicating “SAVE”
Clean Erasers (if applicable)				X	Use a wet cloth or vacuum
Clean Desks/Tables				X	Remove graffiti, tape, glue and gum, etc.
Spot Clean Seats				X	
Remove Debris From Seats		X			
Sweep and Spot Mop Stage		X			
Spot Clean Walls/Doors				X	
Clean Door Handles			X		
Vacuum Carpeted Areas		X			
Dust Mop/Sweep Floor		X			
Spot Mop Floor				X	
Spot Clean Carpeting				X	
Clean Restrooms	X				Refer to restroom procedures
Shut Off Lights	X				
Secure Area/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 LOUNGES BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Pencil Sharpener	X				
Empty Trash	X				Replace liner daily
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
*Clean Chalkboards/Whiteboards	X				Do not clean any areas indicating “SAVE”
Clean Erasers (if applicable)				X	Use a wet cloth or vacuum
Clean Desks/Table Areas	X				
Clean Counter Tops	X				
Clean Sinks/Drinking Fountains	X				
Sweep and Spot Mop Stage		X			
Check Dispensers	X				
Spot Clean Walls/Doors			X		
Clean Door Handles			X		
Vacuum Carpeted Areas	X				
Dust Mop Floor	X				
Mop Floor	X				
Spot Clean Carpeting				X	
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

NOTES

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 KITCHEN AND CAFETERIAS BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner daily
Empty Recyclables	X				Empty into proper waste or recycling dumpster
Dust Horizontal Surfaces – High			X		Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Clean Vents/Exhaust Fans			X		Keep free of dust and dirt accumulation
Clean Lunch Tables	X				After the last lunch clean and disinfect all tables
Clean Sinks/Drinking Fountains	X				Disinfect hand sinks only
Check Dispensers	X				Replenish supplies as needed
Spot Clean Walls/Doors	X				
Clean Door Handles	X				
Clean Windows/Glass	X				
Dust Mop/Sweep Floor	X				Sweep and mop under all portable equipment
Mop Entire Floor or Auto Scrub	X				Use a degreaser
Clean Matting	X				
Floor Drains/Add Water			X		This procedure prevents sewer gas odors
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document Repairs in the daily log book

NOTES

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 MULTIPURPOSE ROOM, GYMNASIUM AND DANCE STUDIOS BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Clean Vents/Exhaust Fans				X	Keep free of dust and dirt accumulation
Clean Sinks/Drinking Fountains	X				
Dust Mop/Sweep Floor	X				Sweep floors before, between and after all activities
Spot Mop Floors	X				
Auto Scrub Floor			X		
Clean Bleacher Seats				X	Needs to be done after activities
Sweep/Spot Mop Underneath				X	Needs to be done after activities
Spot Clean Walls/Doors				X	
Clean Door Handles			X		
Clean Door Glass and Mirrors	X				
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document Repairs in the daily log book

NOTES

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Instructional staff are responsible for cleaning all equipment in these areas

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 WRESTLING, WEIGHT AND FITNESS AREAS BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High			X		Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Clean Vents/Exhaust Fans				X	Keep free of dust and dirt accumulation
Dust Mop/Sweep Floor	X				Remove gum and black marks
Spot Clean Walls/Doors			X		Remove graffiti and scuff marks
Clean Door Handles			X		
Clean Mirrors	X				
Check Dispensers	X				Replenish supplies as needed
Wet Mop Wrestling Mats	X				Use a disinfecting solution
Wet Mop Floor	X				Use a disinfecting solution
Auto Scrub, if applicable	X				
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document Repairs in the daily log book

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EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 HALLS BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High				X	Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Clean Locker Tops			X		Keep free of dust and dirt accumulation
Clean Locker Fronts			X		Remove any graffiti, stickers, scuff marks, etc.
Clean Sinks/Drinking Fountains	X				Mop floor underneath drinking fountains
Dust Mop/Sweep Floor	X				Remove gum and black marks
Vacuum Carpet	X				
Entrance Matting	X		X		Vacuum daily and clean underneath matting weekly
Auto Scrub Floor	X				
Spot Mop	X				Spot mop areas not accessible with auto scrubber
Clean Windows/Showcase Fronts	X		X		
Clean Entrance Glass	X				
Spot Clean Walls/Doors			X		Remove graffiti and scuff marks
Clean Door Handles			X		
Clean Univents				X	Keep free of dust and dirt accumulation
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

NOTES  
 “AS NEEDED” refers to the visual appearance and condition which requires the task to be completed.

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN  
 CUSTODIAL ROUTINE CLEANING – FREQUENCY CHART  
 VESTIBULE, ENTRANCE, LOBBY, STAIRS AND ELEVATORS BASED ON EVERY DAY CLEANING

AREA	DAILY	EVERY OTHER DAY	WEEKLY	AS NEEDED	NOTES ...
Empty Trash	X				Replace liner as needed
Dust Horizontal Surfaces – High			X		Keep free of dust and dirt accumulation
Dust Horizontal Surfaces – Low			X		Keep free of dust and dirt accumulation
Dust Mop/Sweep Floor/Stairs	X				Remove gum and black marks
Vacuum Carpet	X				
Entrance Matting	X		X		Vacuum daily and clean underneath matting weekly
Sweep Outside of Entry Door				X	Remove debris and trash
Auto Scrub Floor	X				
Spot Mop	X				Spot mop areas not accessible with auto scrubber
Clean Windows and Glass	X				
Spot Clean Walls/Doors			X		Remove graffiti and scuff marks
Clean Door Handles			X		
Clean Univents				X	Keep free of dust and dirt accumulation
Shut Off Lights	X				
Secure Windows/Lock Doors	X				
Report Burned Out Bulbs/Repairs	X				Document repairs in the daily log book

NOTES

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**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT B-2**

# **EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

## **Scope and Frequency of Services**

### **DESCRIPTION OF SERVICES AND FREQUENCIES**

#### **GROUNDS SERVICES**

In addition to the terms and conditions in the RFP and the Contract, the Contractor shall perform the following tasks/duties as part of the Grounds Services:

1. Responsibility to maintain, safeguard and service the Facilities and occupants of the Facilities.
2. Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law, and operate all Equipment in accordance with all applicable laws, as well as in a manner which promotes safety.
3. All School District Facilities designated for Grounds Services are to be mowed and trimmed to maintain a professional, neat and uniform appearance. Facilities shall be trimmed every time they are mowed and at the same time they are mowed. Minor tree trimming and minor shrub/brush clean-up is also required.
4. Mowing must be available at all times between April 1<sup>st</sup> and November 30<sup>th</sup>.
5. Mowing frequency shall occur at least once every seven (7) days at each Facility between April 1 and November 30, such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. Under no circumstances shall the Contractor dump clippings or other lawn debris on School District property. If the time between mowing must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the School District.
6. All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing. All trash containers shall be emptied regularly and disposed of legally or deposited in the School District's dumpster at the Facility.
7. All grass termination at various paving and concrete details shall be maintained to keep grass overgrowth off sidewalks and out of bedded areas. Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, curb lines, cracks in hard play surfaces, and around all other obstacles to provide a neat and even appearance to the entire Facility shall be done simultaneously with each mowing. Additionally, vertical edging to remove grass overgrowth around lawn perimeters, sidewalks and bedded areas shall be done twice per month between April 15 and June 15, and once per month between June 15 and November 30. Trimmers shall be used to maintain a crisp and neat appearance. Care shall be used when trimming around trees and posts to prevent damage to these items and as to not "girdle" said trees/posts with clippings.
8. Mowing shall be coordinated to prevent the depositing of clippings/mowing debris into planters, flowerbeds, or into base mounted equipment such as A/C condensers. Any clippings or debris blown into these areas shall be removed immediately by the Contractor at no additional charge.

9. All leaves are to be cleaned out of landscape beds and from lawn areas at least once between April 1 and April 30, and once again between October 15 and November 15. A final clean up shall take place in mid-late November after a majority of leaves have fallen from the trees.
10. All high school, middle school, and elementary athletic fields are equipped with automatic irrigation systems and some Facilities, including specialty sites and elementary Facilities, have additional irrigation systems around "curb appeal areas." The Contractor shall monitor sprinkler times and is responsible to coordinate mowing schedules. The Contractor is responsible to notify the School District of any sprinkler malfunction or maintenance problem.
11. The spreading of additional red clay or slag on ball fields shall be done as requested by the School District.
12. Applying approved athletic field paint to line ball fields, natural turf fields and synthetic turf fields (however only line synthetic turf fields for designated events) as necessary in accordance with the School District's athletic schedule.
13. Spreading mulch one time per year in designated areas as requested by the School District.
14. Weed flower beds as necessary to maintain weed free environment and apply a pre-emergent weed killer in flowers beds in Spring.
15. Minor tree and shrub trimming to maintain neat appearance.
16. Mowing of natural turf athletic fields as necessary to provide proper turf height for all athletic events. Contractor shall utilize "mulching" mowers so that grass clippings are not deposited or left of fields in clumps. If clumps of clippings occur, the Contractor shall remove or alleviate said clumps.
17. Maintenance of artificial turf fields as requested by School District.
18. Cleaning all stadiums promptly after all homes games/contests. This is especially important when rentals of the same are scheduled.
19. Install and remove the wind screens around the tennis courts annually.
20. The Contractor will be responsible for clearing snow and ice in all parking lots and related drives all designated School District Facilities. The Contractor shall be responsible for **ALL** parking lot, driveways, walkways and Facility entrances areas, as well as those areas shaded on the diagrams attached to the RFP. The Contractor shall be responsible for application of salt/ice melt to the walks, stairs, pathways and areas adjacent to the Facilities, as well as the parking lots. Additionally, the Contractor shall be responsible for removing snow and applying salt/ice melt to paved areas and sidewalks/walkways around all athletic fields as requested by the School District.
21. The Contractor shall ensure that all designated areas shall be completely plowed and cleared of snow/ice. All surfaces, including parking lots, driveways, etc. must be cleared of snow and have salt applied at least two (2) hours prior to the listed start time for the Facility. The Contractor shall ensure all play pads are cleared of snow within forty-eight (48) hours, but no salt/ice-melt shall be applied to play pads.

22. When snow continues to fall after the snow has been initially plowed/removed, Contractor may be required to clear the designated areas as needed to assure maximum safety for Facility users.
23. Snow removal must be available 24 hours a day, 7 days a week.
24. Snow removal shall occur when two (2) inches or more of snow/sleet etc. accumulates on the ground surfaces, including parking lots, driveways, etc. Snow removal shall occur as to maintain all surfaces, including parking lots, driveways, etc., in a "slip free" condition, clear of snow and ice at all times.
25. Snow/sleet must be removed from the ground surfaces (i.e., parking lots, driveways, etc.) and placed in collection areas in a manner which does not create snow piles/mounds which may cause dangerous conditions at any Facility. The Contractor shall provide loaders, dump trucks etc. to remove any excess snow accumulation. The Contractor shall not push snow into unauthorized areas, and if done, the Contractor, at its sole cost and expense, shall be required to remove snow from unauthorized areas. If Contractor damages School District property (e.g., grass, parking blocks, signs, etc.) it shall be repaired at Contractor's sole cost and expense to a condition as good as prior to such damage.
26. The Contractor is required to check parking lots and driveways and salt as needed maintaining slip free pavement.
27. The School District will provide necessary salt/ice melt for application at School District Facilities. The Contractor shall spread salt/ice melt only at spread rates approved by the School District. The Contractor shall provide a monthly detailed accounting of the quantity of salt, location of use and time of application, to avoid excessive use of product. Contractor shall not use School District-provided salt for any purpose other than application at School District Facilities.
28. All snow removal services must be available between November 1 and April 30.
29. Under no circumstances shall the Contractor dump or store snow from other locations on School District property.
30. The Contractor shall be responsible for plowing snow from, and applying salt/ice melt to, the School District's Administration office parking areas on all days, including weekends and days school is not in session, to accommodate use of those parking areas.

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT B-3**

# EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

## Scope and Frequency of Services

### **DESCRIPTION OF SERVICES AND FREQUENCIES**

#### **FACILITY MAINTENANCE SERVICES**

In addition to the terms and conditions in the RFP and the Contract, the Contractor shall perform the following tasks/duties as part of the Facility Maintenance Services:

1. All Testing and preventative maintenance of, and basic repairs for, all Facility mechanical systems (plumbing, electrical, HVAC etc.). Contractor's preventive maintenance shall consist of a planned maintenance program that is designed to maintain equipment in an operable condition, which will be performed on the Facilities' equipment/systems. This preventative maintenance includes cleaning of all machinery and equipment in boiler, fan, and air compressor rooms, and all building systems' mechanical equipment. This preventative maintenance also includes daily swimming pool maintenance. Basic repairs of Facility components is also included in the preventative maintenance program, consisting of and basic parts/component replacement, repair of equipment, door repairs etc.
2. Operation, Inspection and Maintenance of all boilers and hot water heaters in the Facilities in accordance with all applicable local, state and federal laws, rules, regulations and ordinances (including the City of Detroit's Ordinances).
3. Maintenance of all Heating, Ventilation, Air Conditioning ("HVAC") Systems, including:
  - a. Maintenance, troubleshooting and repair of chillers, hot water and steam boilers systems.
  - b. Perform preventive maintenance on district HVAC equipment, boilers, chillers, unit vents, R.T.U's, exhaust fans, on regularly scheduled basis.
  - c. Perform Rule 27 boiler inspections, and other inspections required by State and Local laws, rules, regulations and ordinances.
  - d. Assist in utility outages which includes restarts following outages.
  - e. Maintain and monitor Authority's Facilities/Energy Management Systems.
  - f. Provide energy management consultation services to the Authority.
4. Maintenance of all Plumbing components, fixtures and equipment, including repair and maintenance of domestic cold/hot water systems, toilets, urinals, sinks, drinking fountains, school sumps, water lines, drains, district irrigation systems, etc.
5. Maintenance of all Electrical and Lighting components, fixtures and equipment, including troubleshooting and repair of ballasts, lights, photocells, clocks, fire panels, fire suppression systems, electrical outlets, light switches and controls, electric restroom fixtures, scoreboards, kitchen appliances, electrical panels, automatic doors, bleachers, electric basketball backboards, etc., and programming of Facility time clocks.
6. Cleaning and maintenance of any swimming pools, including:
  - a. Troubleshooting and repair of pumps, filters, feeders, valves, diving board, and all other mechanical aspects of swimming pool.
  - b. Routine testing and maintaining of pool chemicals. (Pool operator's certification required).
  - c. Perform preventive maintenance on pool and pool components.

- d. Perform shocking, backwashing, and draining of pool.
7. Minor Carpentry and Painting work as requested by the Authority.
8. Cleaning and Maintenance of all lockers, including re-combination of designated lockers on an annual basis (typically during the summer cleaning cycles).
9. Manufacturers' Recommendations – The Contractor shall ensure that all applicable equipment manufacturers' recommendations for repair and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, equipment repair, replacement and maintenance etc.

The Parties agree that the Contractor will also provide corrective maintenance, consisting of a planned or unplanned maintenance activity designed to be a major repair/replacement an entire component of the equipment/systems, and return the equipment/systems to its normal operating condition, if said component of the equipment/systems has failed. The Authority shall be responsible for the costs for all parts for such corrective maintenance. If requested, Contractor will provide the labor for such corrective maintenance at no additional charge, if the corrective maintenance can be accomplished during Contractor's normal business hours. Labor needed during non-business hours (e.g., emergency) shall be at an additional charge as set forth in the Additional Services pricing in the Contract, or at a mutually agreed upon "project price" as negotiated by the Parties. The Contractor shall promptly notify the Authority Liaison in writing of any issues or problems which may result in corrective maintenance.

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT C**

## CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES CONTRACT

This **CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES CONTRACT** (the "Contract") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date") by and between the **EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**, a Michigan public body corporate, whose address is 3022 West Grand Boulevard, Suite 14-652, Detroit, Michigan 48202 (the "Authority") and **[NAME OF CONTRACTOR]**, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Contractor"). The Authority and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

### Recitals

**A.** The Authority issued a Request For Proposals for Custodial, Grounds and Facility Maintenance Services dated April \_\_\_\_, 2012, as amended by the Addendum dated \_\_\_\_\_, 2012 (collectively the "RFP"), the purpose of which was to solicit proposals from qualified entities with the ability to deliver a turnkey solution to provide the cleaning, grounds and maintenance services for the Authority's Facilities, including the provision of all necessary supplies, equipment and other services requested by the Authority.

**B.** In response to the RFP, the Contractor submitted to the Authority a Proposal dated \_\_\_\_\_, 2012 (the "Proposal") to provide all services contemplated by the RFP.

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

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

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

### **I. RESTATEMENT CONSTITUTES THE CONTRACT**

**A. Incorporation by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, all Addenda to the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

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

1. This Contract, including all Attachments hereto;
2. The RFP; and
3. Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a

conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the Authority in writing and incorporated into this Contract.

## **II. CONTRACT DURATION AND TERMINATION**

- A. Initial Term.** The term of this Contract shall be for a period of three (3) years, commencing July 1, 2012 and ending June 30, 2015 (the "Initial Term").
- B. Renewal Term(s).** The Authority shall have the option to extend this Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the Authority, in its sole and absolute discretion (each a "Renewal Term"). Nothing in this Contract requires the Authority to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised.
- C. Termination for Cause.** In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract and the other Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District shall have the right to provide written notice to Contractor of such failure. If such failure is not cured to the Authority's satisfaction within ten (10) business days from the time of receipt of such notice, the Authority shall have the right to terminate this Contract immediately without the requirement of a further written notice. Furthermore, in addition to the rights of the Authority under Section III.C., if the Authority must regularly request that the Contractor cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Notwithstanding the foregoing, if any actions or inactions of the Contractor, its agents or employees, poses a serious or imminent i) threat to the health and safety of any person, or ii) loss to any real or tangible property of the Authority, the Authority may terminate this Contract immediately if such default is not cured by Contractor within twenty-four (24) hours of Contractor's receipt of written notice of such default. Furthermore, if Contractor becomes insolvent, or seeks protection of any bankruptcy court, the Authority may immediately terminate this Contract.
- D. Termination for Convenience.** Notwithstanding Section II.C. above, the Authority, on at least six (6) months advanced written notice to the Contractor, may terminate this Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for Services actually performed under the Contract prior to the effective date of the termination.
- E. Effect of Termination.** If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the Authority shall neither be

liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

### **III. SCOPE OF SERVICES**

The Contractor shall perform the Custodial Services, Grounds Services and Facility Maintenance Services (all as defined herein and collectively referred to herein as the “Services”) for those Authority facilities set forth in **Attachment A** (each a “Facility” and collectively the “Facilities”). The Services provided by Contractor for the Facilities shall include the full scope and manner of Services as set forth in the RFP and this Contract, including the responsibility of the Contractor to provide all labor necessary to fully perform the Services at the Facilities.

- A. Scope of Custodial Services.** The Contractor shall manage and provide the Custodial Services as described in the RFP and this Contract for the Facilities listed in **Attachment A**. The Custodial Services include the manner, scope and frequency of duties/tasks set forth in **Attachment B** of this Contract (the “Custodial Services”).
- B. Scope of Grounds Services.** The Contractor shall manage and provide the Grounds Services as described in the RFP and this Contract for the Facilities listed in **Attachment A**. The Grounds Services include the manner, scope and frequency of duties set forth in **Attachment C** of this Contract (the “Grounds Services”).
- C. Scope of Facility Maintenance Services.** The Contractor shall manage and provide the Facility Maintenance Services as described in the RFP and this Contract for the Facilities listed in **Attachment A**. The Facility Maintenance Services include the manner, scope and frequency of duties set forth in **Attachment D** of this Contract (the “Grounds Services”).
- D. Standards of Services.** The Contractor shall perform all Services in a professional and workmanlike manner, utilizing trained and licensed (when legally required) personnel in accordance with the terms and conditions of this Contract. The Contractor shall re-perform any Services, at no additional cost or expense to the Authority, that do not meet the quality standards of the Authority or terms and conditions of this Contract. The Contractor expressly acknowledges that the Contractor’s failure to perform the Services and maintain the quality, cleanliness and operational standards of the Authority and this Contract, including Attachments hereto, shall be grounds for termination of part or all of this entire Contract by the Authority. It is expected that Contractor personnel are scheduled to ensure all Facilities are open and operational each day, even if the Authority has a “calamity” day.
- E. Services During Scheduled Breaks and Summer Vacation.** The performance of Services during the Authority’s scheduled breaks and summer vacation must be coordinated with the Authority Liaison. The Contractor’s schedule and duties must be developed with the goal of minimizing interference with any scheduled instructional or extra-curricular activities, or with contracted work being performed by others. The Contractor shall utilize “team cleaning” during any

scheduled breaks and the summer vacation to address the Authority's Facility usage and energy conservation initiatives.

- F. Snow Removal Services.** For those Facilities listed in **Attachment A** where the Contractor shall perform all routine snow and ice removal from, and application of salt/ice melt to, all parking lots, driveways, sidewalks adjacent to, and entrances of, the Facilities, and for those other areas listed/identified in **Attachment C**. When snow continues to fall, it is expected that Contractor personnel will re-clear the designated areas as needed to assure maximum safety for visitors/users of the Facilities. Snow removal services that must be performed on weekends or holidays due to the weather shall be included in the Contractor's Contract Price and shall not be eligible for charges for Additional Services. All necessary salt/ice melt will be procured in accordance with Section VI.A. of this Contract.
- G. Emergency Services.** The Contractor agrees to respond to any emergency requests made necessary by rain, plumbing failure, mechanical failures, leaks, accidents or as otherwise requested by the Authority; 24 hours per day, 7 days per week, 365 days per year. Any Services of this nature must be pre-approved by the Authority Liaison or other designated administrator on-call. Any additional charges for these Services shall be in accordance with the Emergency Rate set forth in Section V.B. of this Contract. The Contractor will be expected to answer any after-hours security calls and to respond to "after-hours" issues at the Facilities. If such response is due to the acts or omissions of the Contractor or its employees or agents, there shall be no additional charges to the Authority. Any invoice for these Services must include the Facility, date, area(s) affected, scope of work performed, hours expended by contract personnel, and name of person authorizing the work.
- H. Holiday Services.** The Contractor is not required to provide Services on the holidays listed below; however, Contractor employees and work crews must be scheduled in such a way as to ensure that all Facilities are clean and ready to open the next business day. If work is requested by the Authority Liaison for a observed holiday listed below, the Contractor may charge the Authority for these Services at the Holiday Rate provided in Section V.B. of this Contract. Notwithstanding the above, the Contractor will be required to provide the Services in all Authority Facilities during all break periods. The observed holidays are as follows:
- |                  |               |   |
|------------------|---------------|---|
| New Year's Day   | Good Friday   | Memorial Day                                |
| Independence Day | Labor Day     | Thanksgiving Day and Day after Thanksgiving |
| Christmas Eve    | Christmas Day | New Year's Eve                              |
- I. Weekend Services.** The Contractor will be required to provide coverage on Saturdays and/or Sundays, potentially on very short notice. The Authority will endeavor to provide the Contractor with as much advanced notice as possible to ensure all activities and events are covered. The Contractor shall provide

coverage for the activities and events at Authority Facilities on Saturdays and Sundays, during the Initial Term and Renewal Term(s), if any. Due to the fluctuating and limited usage of the Facilities on the weekends, the Contractor may charge the Authority for these Weekend Services at the Weekend Rate set forth in Section V.B. of this Contract.

#### IV. CONTRACTOR PERSONNEL

**A. Management Personnel.** The Contractor shall provide all personnel necessary for the efficient management of the Services, which shall consist, at a minimum, of one (1) full-time on-site manager (the "Contractor Manager"). The Contractor Manager will act as the Contractor's main point of contact and representative for Contractor's day-to-day performance of the Services, and will interact directly with Authority Liaison on a daily basis regarding the performance of the Services. The Contractor shall provide the Authority Liaison with a list of all Management Personnel, including the number for the Contractor-provided cellular telephone where Management Personnel may be reached at all times. The Contractor Manager will be the individual called from the Authority's security phone. Once assigned to work under the Contract, the Contractor must provide written notification to the Authority Liaison if the Contractor Manager is replaced or removed from working under this Contract by the Contractor. The Contractor Manager will be required to answer each call from the Authority Liaison within thirty (30) minutes of the time the call is placed and failure to answer the call within said thirty (30) minutes will be considered non-compliance and will be subject to a Deduction under Section XIII of this Contract. Furthermore, the Contractor Manager must:

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

**B. Service Personnel.** It is the Contractor's responsibility to maintain the standard of cleanliness, appearance and operational functions of the Facilities specified in this Contract. Accordingly, it is the responsibility of the Contractor to provide sufficient personnel, including substitute employees, who are properly trained and licensed (when legally required) to ensure that the requirements and standards are met and that each Facility is effectively cleaned, maintained and operational on a daily basis in accordance with the terms and conditions of this Contract. The Contractor shall provide all employees and agents it deems necessary for the efficient provision of the Services; provided that the following coverage parameters are maintained:

1. The Services shall be provided twelve (12) months each year at all Facilities.
2. Each Facility has coverage with a lead/day custodian.

3. Each Facility which has a boiler(s) has a licensed boiler operator in accordance applicable Federal, State and Local laws, rules, regulations and ordinances.
4. All Contractor employees and agents are staffed so that all Facilities have appropriate staffing coverage to perform all Services and accommodate all daily and weekend coverage without delay or obstruction, provided that, at a minimum: all High Schools have coverage from 6 a.m. to 10 p.m.; and all PK/K-8 Schools have coverage from 7 a.m. to 7 p.m., daily Monday through Friday, unless the Contractor receives the prior written consent of the Authority Liaison.
5. All Facilities used for daily, after-school or weekend activities or events (including all curricular, extra-curricular, athletic and rental/outside activities and events) are cleaned and prepared, and activities or events are set-up and broken down, at or before the scheduled times identified by the Authority.
6. All necessary efforts are made to ensure that the routine cleaning of, or performance of Services for, the Facilities do not interfere with any scheduled activity/event in a Facility.
7. All Facilities are cleaned, prepared and operationally functional prior to the beginning of each school day.
8. All Summer Cleaning tasks/duties are performed, and during the Summer months, the Contractor agrees to modify its coverage schedules for certain Facilities in order to cooperate with the Authority's energy conservation policies and practices, under which certain Facilities are open for limited hours, or closed, during portions of the Summer months.

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

**D. Scheduling and General Coverage of Services.** The Contractor shall perform the Services set forth in the Contract Documents during the coverage hours set forth herein or as otherwise approved by the Authority Liaison in writing. The Contractor shall not modify the coverage hours detailed in Section IV.B.2. for the Services without the prior written consent of the Authority Liaison. The Contractor shall schedule, assign duties for, and make appropriate Facility assignments for its employees and agents to promote flexibility in the cleaning and maintenance functions and performance of the Services, and to ensure the unimpeded delivery of the instructional and extra-curricular programs and general operations of the Authority. Furthermore, the Contractor's schedules and assignment of responsibilities and duties shall be structured in a manner which allows the same to be shifted (flexed) to accommodate the daily changing needs of the Authority Facilities. The Contractor shall provide an organization chart showing lines of communication, as well as copies of the Facility assignments to the Authority Liaison so that the Authority's administration, staff and personnel

may be adequately informed of the schedules and assignments for both operational and safety purposes. If any Contractor employee Facility assignments and/or duties are modified by the Contractor, the Contractor shall immediately inform the Authority Liaison via electronic mail, and the Contractor shall provide copies of the updated organizational chart, work schedules, duties and/or Facility assignments to the Authority Liaison within three (3) business days of such modification.

**E. Substitute Scheduling.** It is expected that the Contractor will provide coverage to perform all Services in accordance with the terms and conditions of this Contract. Accordingly, the Contractor should maintain a pool of trained, licensed (where legally required) and qualified substitutes with the required fingerprinting and criminal background checks, available on short notice, to ensure that the Facilities are adequately staffed by Contractor in order to perform the Services without any lapses in coverage. For example, if the absence of a Contractor employee or agent renders a Facility without coverage, the Contractor must provide substitute coverage to accommodate the lapse in coverage created by such absence. The Contractor shall be responsible for all costs and expenses (including compensation) for all substitute employees or personnel required by the Contractor to perform the Services as part of the Contract Price. For safety purposes, the Contractor is required to promptly inform the respective Facility administrator and the Authority Liaison via electronic mail when there will be a change of Contractor employees due to absenteeism. If the Contractor Manager is unavailable under the Contract for any substantial period of time (*i.e.*, more than three (3) consecutive work days), the Contractor shall immediately inform the Authority Liaison of the absence and how the Contractor will ensure completion of the respective duties and work.

**F. Certified Pool Operator Position.** As required by law, the Contractor must provide at least one (1) employee during each day shift at each Facility which has a swimming pool, and at least one (1) employee during each evening shift at each Facility that has a swimming pool, who is trained and certified as a Certified Pool Operator ("CPO") and who is capable of emergency shutdown, pool deck and locker room cleaning, water testing/balancing and record keeping for swimming pools at the Facilities. The Contractor agrees to follow all applicable state and county laws, rules and regulations regarding the over sight of swimming pools. The Contractor shall be responsible to provide CPO training for the individuals designated with this responsibility. Copies of the required certification shall be provided to the Authority.

## V. PRICING AND PAYMENT TERMS

**A. Contract Price.** The Contractor shall perform all Services for the annual sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Contract Price"), as set forth on Contractor's Pricing Form attached hereto and incorporated herein by reference as Attachment E (the "Pricing Form"). The Contract Price includes all costs and expenses for the Services for Monday through Friday coverage. The Contract Price shall remain firm for each year of the Initial Term and shall not be increased. Additionally, the Contractor agrees to

convene at least every six (6) months with representatives of the Authority, for the purpose of evaluating the efficiency of the performance of this Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, the Contractor agrees to pass along any savings to the Authority.

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

Custodial Services

Hourly Rate: \$ \_\_\_\_\_ Emergency Rate: \$ \_\_\_\_\_

Weekend Rate: \$ \_\_\_\_\_ Holiday Rate: \$ \_\_\_\_\_

Grounds Services

Hourly Rate: \$ \_\_\_\_\_ Emergency Rate: \$ \_\_\_\_\_

Weekend Rate: \$ \_\_\_\_\_ Holiday Rate: \$ \_\_\_\_\_

Facility Maintenance Services

Hourly Rate: \$ \_\_\_\_\_ Emergency Rate: \$ \_\_\_\_\_

Weekend Rate: \$ \_\_\_\_\_ Holiday Rate: \$ \_\_\_\_\_

- C. Invoicing.** The Contractor shall invoice the Authority as follows:

1. **Contract Price Invoicing.** Contractor shall invoice the Authority for the Contract Price in twelve (12) equal monthly installments on a once-per-month basis for all Services rendered under the Contract and the invoice shall be itemized on a Facility-by-Facility basis. Invoices shall itemize charges for labor, equipment and supplies and any additional charges, if applicable, for each Facility. Invoices shall be submitted to \_\_\_\_\_, Education Achievement Authority of Michigan, 3022 West Grand Boulevard, Suite 14-652, Detroit, Michigan 48202.
2. **Additional Services Charges.** Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the name of the Facility, the type of Additional Services performed and the number of hours (or ¼ hour fraction thereof) worked. Invoices for Additional Services shall be separate from the Contract Price invoice, but shall be sent to the Authority together with the Contract Price invoice.

Charges for these Additional Services shall be in accordance with rates set forth above.

- D. Payments.** Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The Authority will issue one (1) payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Contractor Manager by the Authority Liaison, in writing, within ten (10) days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the Authority's satisfaction within ten (10) business days prior to payment due date. The Authority will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.
- E. Rate Adjustment.** Adjustments to the Contract Price for the Services or rates for the Additional Services for any Renewal Term(s) will be effective July 1 of that contract year. The rates for the first Renewal Term, if exercised by the Authority, shall be determined by adjusting the rates for year three of the Initial Term by the lesser of: i) the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Detroit Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics for the prior calendar year; or ii) three percent (3%). The rates for any subsequent Renewal Term(s) or extensions of the Contract shall be determined by the above formula. Rates may not otherwise be modified unless upon the mutual written agreement of the Parties.
- F. Rates for Expansion of Authority's Facilities.** As contemplated under the RFP, the Authority anticipates expanding the number of Facilities which is operates beginning in the 2013-14 school year. In accordance with Contractor's Pricing Form, the amount of \$ \_\_\_\_\_ per square foot will be utilized to develop the increase in the Contract Price to account for the expanded scope of Facilities and Services required by the Authority. The Parties agree to negotiate in good faith to develop a mutually agreeable increase to the Contract Price.

## **VI. SUPPLIES AND EQUIPMENT**

- A. Consumable Supplies.** The Contractor shall provide all consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners, salt/ice melt, athletic field supplies or related grounds supplies) (the "Consumable Supplies"), which are necessary for the performance of the Services. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each Authority Facility). For "core" supplies, the Contractor may be required to only use products approved by the Authority Liaison. The Contractor shall continue the Authority's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the Authority Liaison. The Contractor will be required to keep an adequate inventory of Consumable Supplies at each Facility. The Contractor shall be

responsible to procure any necessary fuel/oil for any mowers or snow blowers used to perform the Services.

- B. Cleaning Supplies.** The Contractor shall provide all cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the "Cleaning Supplies") necessary for the performance of the Services. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of such Cleaning Supplies (including type and quantity of each Cleaning Supply for each Authority Facility). For "core" supplies, the Contractor may be required to only use products approved by the Authority Liaison. The Contractor shall continue the Authority's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the Authority Liaison. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.
- C. Facility Maintenance Supplies.** The Contractor shall be responsible for securing all facility maintenance supplies and parts (e.g., filters, belts, hoses, valves, fixtures etc.) necessary to perform the preventative and corrective maintenance components of the Facility Maintenance Services through those vendors selected and approved by the Authority. The Authority will provide the Contractor with a list of the approved vendors which may be utilized by the Contractor. The Contractor will be responsible for ordering all necessary supplies and parts through the applicable approved vendor. Invoicing and payment of these Facility Maintenance Services supplies and parts will be directly between the vendor and the Authority, provided however, the Contractor will be responsible for the payment of any orders of excess or incorrect supplies and parts placed by the Contractor, its employees or agents. allowed to use the existing inventory of cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions)(the "Cleaning Supplies"), which will be made available to the Contractor by the Authority at no additional cost. The Contractor shall advise, and timely notify, the Authority of the required quantities of Facility Maintenance Supplies so that such supplies and materials are procured in a timely manner. The Contractor shall be responsible to manage the inventory and shall submit to the Authority a monthly report detailing all consumption of such Facility Maintenance Supplies (including type and quantity of each Facility Maintenance Supply for each Authority Facility). The Contractor may not order any Facility Maintenance Supplies in one order or lot that exceeds \$ \_\_\_\_\_ without the Authority Liaison's prior written approval.
- D. Equipment.** The Contractor must provide all equipment and small hand tools necessary to perform the Services. The Authority may maintain a computer at each Facility which will be utilized for the work-order systems and communication regarding Facility reservations, for example. Title to all equipment shall remain with the Contractor and all general and customary maintenance and repair for the equipment will be performed by Contractor at its sole cost and expense, except that the aforementioned computer(s), if any, will be maintained as part of the Authority's technology system for security purposes.

## **VII. COMPLIANCE WITH LAWS AND AUTHORITY POLICIES**

- A. Compliance with Laws.** While performing the Services or while in or on the Facilities, the Contractor and its employees and agents shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all licensing and permitting requirements applicable to providing the Services required under this Contract, including, but not limited to, pesticide applicator license, pool operator license, chauffeur's license, drivers' licenses, and boiler operator licenses etc. The Contractor, including all employees and agents, shall perform all Services in accordance with all applicable State and Local licensing laws including, but not limited to: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Contractors Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, PA 227 of 1967. The Authority shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules, regulations and ordinances. The Contractor represents and warrants to the Authority that it shall at all times be in compliance with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations and licensing and permitting requirements applicable to providing the Services. The Contractor shall indemnify, defend and hold the Authority harmless from any liability arising from Contractor's failure to so comply.
- B. Compliance with Authority Policies.** While performing the Services or while in or on the Facilities, the Contractor, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the Authority. These include, but are not limited to, all policies concerning the use of the Facilities and appropriate behavior of persons in the Facilities, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol.
- C. Fingerprinting and Criminal Background Checks.** The Contractor acknowledges and recognizes that all Contractor employees and agents must perform their duties while in a school environment involving students, parents or community members, and therefore, it is mandatory that every possible precaution be taken by the Contractor to ensure the Contractor's employees and agents are of high moral character, able work cooperatively with Authority employees and ensure the best possible educational environment for Authority students. Furthermore, all personnel, employees and agents of Contractor who will be on any Authority Facility or property regularly and continuously to carry out the Services contemplated by this Contract, shall fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any Services under this Contract by presenting themselves for proper fingerprinting and criminal backgrounds checks, as directed by the Authority or required by law, or provide written notification to the Authority that Contractor's employee(s) or agent(s) have previously completed fingerprinting and a criminal history and background check in connection with working for

Contractor in another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and that employee or agents consents in writing to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the Authority acknowledging its consent to provide Contractor with a copy of the report. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the Authority that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the Authority within three (3) business days of when it, or any of its agents, employees or representatives who will be on the Authority Facilities or property regularly and continuously to carry out the Services contemplated by this Contract, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the Authority if that person is subsequently convicted, pleads guilty or pleads no contest to that crime. The Contractor shall indemnify, defend and hold the Authority, its employees, Board of Education, and each member thereof, in their official and individual capacities, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the Authority, to enable the Authority to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

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

### **VIII. INSURANCE, INDEMNIFICATION AND DAMAGE TO PROPERTY**

- A. Insurance Requirements.** The Contractor shall maintain the following insurance in force at all times during the Initial Term, and any Renewal Term(s), of the

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

<u>Policy Type</u>	<u>Minimum Limits</u>
<b>Workers’ Compensation</b>	Statutory
<b>Commercial General Liability*</b>	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
<b>Commercial Automobile Liability</b>	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
<b>Excess Umbrella Liability</b>	\$5,000,000 each occurrence
<b>Employer’s Liability</b>	\$1,000,000 each occurrence

\*Note: Commercial General Liability to include: “Contractual Obligations” coverage and Negligent Hiring coverage.

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

- B. General Indemnification.** Contractor shall indemnify, defend and hold harmless the Authority, its Board of Directors, its Directors, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Services pursuant to this Contract and/or from Contractor’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and

permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. The Contractor shall notify the Authority by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Authority may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

- C. Environmental Indemnification.** Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any Authority property in violation of any applicable law or regulation. Without limiting any other provisions of the RFP, this Contract or the other Contract Documents, Contractor shall indemnify, defend and hold harmless the Authority, its Board of Education, its Board Members in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or the Services in or about any Authority property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

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

**IX. FACILITIES ISSUES**

- A. Facility Security.** Exterior doors and gates are to be unlocked and locked at the times specified by the Authority Liaison. Contractor is responsible, to the extent set forth in this paragraph, for the security of each Facility during the cleaning and maintenance operations. Contractor shall secure each Facility at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows, secure equipment rooms and storage buildings). Office, classroom, storage buildings and other doors are to be unlocked or opened only during the time that cleaning is actually being done or those are in use by Contractor and all are to be re-locked as soon as the Services have been completed. For the safety of students and the public at large, storage buildings, maintenance equipment rooms and custodial closet doors are to be kept shut and locked when not in use. The Authority shall provide Contractor with alarm codes for each Facility. A set of security codes for all Facilities shall be issued to the Contractor Manager. Alarm codes must not be traded between or shared among Contractor employees and agents. Previously assigned alarm codes must not be forwarded by Contractor to new employees. Notification to the Authority Liaison shall be immediate with the reassignment or termination of any individual who has been assigned an alarm code. The Contractor shall respond to any night calls.
- B. Keys and Key Fobs/Cards.** Keys and key fobs/cards to the Facilities will be supplied by the Authority to the Contractor Manager. All keys will be issued to, and must be signed out by, the Contractor's Manager. The Authority will provide the Contractor Manager with appropriate keys for all Facilities. At no time shall Contractor or its employees or agents make copies of any keys or key fobs/cards issued by the Authority; if additional keys or key fobs/cards are needed, the Contractor Manager must submit a request to the Authority Liaison. There will be a \$50.00 charge for the replacement of any lost or stolen key or key fob/card and a \$25.00 charge to re-issue entrance keys to a new Contractor Manager. The Authority reserves the right to inventory the keys and key fobs/cards issued to Contractor at any time. All lost keys assigned to Contractor or to any of Contractor's employees or agents, (whether interior or exterior keys), must be reported, via the Authority's lost key report form, to the Authority Liaison within 24 hours of discovery of the loss. If the Authority must re-key any locks due to Contractor's breach of this provision, the cost will be deducted from the monthly payment. Contractor is prohibited from lending Authority keys or key fobs/cards to anyone. Contractor and its employees and agents are also prohibited from leaving key rings/fobs in janitor closets or from lying on carts or equipment, or otherwise out of their possession. Each instance of Authority-observed noncompliance will result in non-compliance deduction of \$50. All keys assigned to Contractor Manager and/or Contractor employees or agents shall be returned to

the Authority Liaison when his/her services in the assigned Facility end. All keys shall be returned to the Authority Liaison at the expiration or earlier termination of this Contract. Keys and key fobs/cards shall not be traded between Contractor employees or agents, nor forwarded to new employees; instead, the keys must be returned to the Authority Liaison to be re-issued to the Contractor.

- C. Quality Control Inspections.** The Contractor Manager, the Authority Liaison and other personnel as deemed appropriate by the Authority Liaison will perform periodic inspections of each Facility to: (1) ensure tasks are completed according to the cleaning frequency requirements, maintenance and repair requirements and all grounds are appropriately groomed and maintained, (2) ensure that the quality of the Services are satisfactory, and (3) to ensure Contractor's compliance with other terms of this Contract. These inspections will be conducted at least 12 times a year in each Facility, however, the Authority's Superintendent, the Authority Liaison and/or the respective Facility administrator may also periodically inspect the Facilities, which deficiencies and all unsatisfactory performance will be reported to the Contractor Manager by the Authority Liaison. In addition, an inspection of all Facilities will be conducted prior to each school year. An inspection may also be conducted in conjunction with the Authority's insurance carrier during the term of this Contract. These requirements are not intended to limit Contractor's responsibility to inspect or control its own work, nor does it limit the Authority's right to inspect any Facility at any time. The Contractor Manager will use the required inspection forms or pre-printed forms provided to Contractor by the Authority or forms mutually agreed upon between the Authority and Contractor. Upon completion of each inspection, Contractor will provide a copy of the inspection form to the Authority Liaison present during the inspection before leaving the Facility. Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the Authority Liaison's opinion, to correct unsatisfactory performance to conduct activities and events in a clean and safe environment, the Authority shall give written notice to Contractor and Contractor shall have two (2) days to correct any unsatisfactory performance, and if not corrected by Contractor, all reasonable costs incurred by the Authority to correct the deficiencies will be deducted from the monthly Contract Price invoice payment to Contractor.
- D. Manufacturer's Recommendations.** Contractor shall ensure that all applicable supplies, materials and equipment manufacturers' recommendations on cleaning and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, pool equipment replacement and equipment maintenance, etc.
- E. Energy Conservation.** Every effort shall be made to conserve energy whenever possible as Contractor is performing the Services. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating. The Contractor shall not adjust or otherwise modify any Authority energy/utility systems and shall ensure its employees and agents comply with the Authority energy policies or directives.

- F. Hazardous Substances – Pesticide Application.** The Authority, pursuant to the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, is subject to strict regulations relative to the application of any pesticides, herbicides or fertilizers on Authority property, and persons are prohibited from doing so unless there is strict compliance with certain provisions of the PA 451 of 1994, as amended. The Contractor shall not spray, permit the spraying of, or use any pesticides, herbicides or fertilizers in, on or around Authority property without the prior written consent of the Authority Liaison.
- G. School Closings.** Contractor is required to work on all “calamity days” and certain activities and events may still take place (e.g., athletic events). In addition to snow removal around Facility entrances, Contractor must perform those other tasks as are necessary to ensure each Facility is cleaned and prepared for the events and activities taking place and for next school day.
- H. Renovations to Facilities.** During times of any construction, the Authority Liaison may request Contractor to re-assign the work normally performed in the areas affected by such construction/renovation.
- I. Asbestos/Lead.** Like many older schools, the Authority’s Facilities include some asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls. Each Facility has, and the Authority Liaison has, a copy of the Authority’s asbestos management plan for each school. These are available for public inspection. All of the Contractor’s employees assigned to the Authority should familiarize themselves with the various sources of asbestos in the Facilities to which they are assigned. Some of the asbestos management restrictions are as follows:
1. Do not remove or otherwise disturb asbestos wrapped pipes
  2. Do not grind or remove asbestos containing floor tile.
  3. Do not disturb asbestos containing ceiling tile.
  4. Do not remove chalkboards without the Authority’s Designee’s pre-approval, for some of these have asbestos glue.
  5. Do not disturb any other asbestos.

**X. RECORD KEEPING AND SAFETY ISSUES**

- A. Material Safety Data Sheets.** In accordance with applicable laws, before bringing any new chemicals onto a Facility, the Contractor must provide one copy of the Material Safety Data Sheets (“MSDS”) to the Authority Liaison. The Contractor must maintain a complete and up-to-date inventory of MSDS for all chemicals used in each Facility. This inventory must be stored in two duplicate notebooks labeled “MSDS,” one stored in the principal’s office and one stored in the appropriate custodial or maintenance office area(s). In addition, a master MSDS notebook with a section for each Facility in the Authority must be provided to and kept current for the Authority’s Operations Department office. The MSDS notebook must also include Michigan’s Right-To-Know procedures.

- B. Injuries to Contractor Personnel.** The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees and agents are performing the Services for the Authority.
- C. Procedures.** The Contractor should maintain, in each Facility, a Procedures Manual specific for that Facility which may include the following:
1. Emergency and safety procedures.
  2. Contractor's standard policies and procedures.
  3. List of Contractor personnel assigned to the Facility.
- D. Other Record Keeping.** The Contractor shall report, in writing, any damage that occurs as a result of one or more of the Contractor's employees or agents. The Contractor shall inform the applicable Facility Administrator and the Authority Liaison of any vandalism, evidence of attempts to force entry, and all other damages to persons or property at any Facility. The Contractor's employees and agents shall report, in writing, any items that require maintenance or repair that are discovered during the Initial Term or any Renewal Term(s) of the Contract.
- E. Contractor Personnel Expectations.** All of Contractor's employees and agents are to present themselves in an appropriate manner and attire consistent with the terms and conditions of this Contract. The Contractor must have safety procedures in place for its employees and agents while performing the Services. For example, it is anticipated that such procedures would address the following:
1. Prohibit custodial closets, mechanical rooms or maintenance facilities to stand open and unattended.
  2. Prohibit Contractor employees or agents from congregating or having food/drink in unauthorized areas.
  3. Prohibit Contractor employees or agents from copying, distributing or loaning any key or key fob/card to Authority Facilities.
  4. Prohibit Contractor employees or agents from disturbing papers on desks, opening drawers or cabinets, using telephones or computers or tampering with personal property owned by the Authority or its employees, students or occupants.
  5. Prohibit custodial products and/or equipment/supplies to remain unattended.
  6. Prohibit leaving custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons).
  7. Prohibit leaving any vehicle or machine/equipment unattended that is not properly disabled/secured.
  8. Prohibit leaving lights on or doors open in unattended sections.
  9. Prohibit the playing of radios, or other similar devices, at a volume that is audible in other areas of a Facility.
  10. Prohibit the use any Authority or Contractor equipment that is not required to perform duties or Services.
  11. Prohibit the transport of any Authority-owned equipment or supplies to another Authority Facility without the prior express written permission of the Authority Liaison.

12. Prohibit visitors, spouses or children of the Contractor's employees or agents in any Facilities during working hours unless they are bona fide employees of the Contractor, they receive prior approval from the Authority Liaison or are bona fide students of the Authority.

- F. Uniforms and ID Badges.** For safety reasons, at all times while performing the Services, all Contractor employees and agents are required to wear attire/uniforms that are agreed upon by Contractor and Authority in writing. Uniforms shall be provided by Contractor or its employees or agents at no cost to the Authority. Furthermore, at all times while on or in the Facilities to perform the Services, all Contractor employees shall wear a Contractor-issued identification badge which must be approved by the Authority in writing. All identification badges must include a picture and name of the individual, be worn above the waist, and be clearly visible at all times for safety purposes.
- G. Training Requirements.** All Contractor employees and agents performing any Services shall be properly trained in the duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract and will applicable laws. The Contractor shall also provide orientation/training on all Authority protocol, policies and procedures. The Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its employees and agents as required by applicable codes and laws.
- H. Communication.** Effective communication between the Contractor and the Authority is necessary for effective delivery of the Services across all Facilities. Accordingly, it will be necessary for the Contractor Manager to maintain regular and open communication with the Authority Liaison, Authority administration, as well as the respective Facility administrators. Furthermore, it is expected that at times, it may be necessary for respective Facility administrators to communicate emergency work orders/tasks to other Contractor employees or agents in order to maintain safety and operational functions of the Facility. The Authority will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all Authority Facilities. For example, the Contractor may provide one cell phone for each Facility that is rotated between shifts that that any necessary communications may be easily facilitated.
- 1. Emergency Contacts.** The Contractor will be responsible to provide the Authority Liaison with an emergency contact person and cellular telephone number for each Facility.
  - 2. Communication Logs.** A daily log shall be maintained at each Facility office where authorized staff may enter suggestions or complaints on areas of Services. The Contractor will write the corrective action taken and sign the log book daily. If approved by the Authority Liaison in writing, the Contractor's employees may use e-mail or other electronic system to fulfill this requirement.

**XI. RELATIONSHIP OF THE PARTIES**

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

**XII. AUTHORITY LIAISON AND NOTICES**

**A. Authority Liaison.** For purposes of this Contract, the Authority Liaison shall be the \_\_\_\_\_; provided, however, the Authority may at any time designate another individual to serve in this capacity upon written notice to the Contractor Manager.

**B. Notices.** Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The Authority or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

1. **To the Authority.** All required notices to the Authority shall be delivered to the Chancellor, Education Achievement Authority of Michigan, 3022 West Grand Boulevard, Suite 14-652, Detroit, Michigan 48202, with a copy to Jeremy S. Motz, Esq., Clark Hill PLC, 151 S. Old Woodward Avenue, Birmingham, Michigan 48009.

2. **To the Contractor.** All required notices to the Contractor shall be delivered to: \_\_\_\_\_, with copy to: \_\_\_\_\_.

### **XIII. DEDUCTIONS AND INCENTIVES**

- A. Temporary Closures.** If one or more Facilities are closed for more than three (3) consecutive days for “calamities,” Facility renovations, and/or a problem with a Facility, the Authority Liaison may request that Services be temporarily suspended in the applicable Facility(s). If this occurs, the Authority’s invoice for that month will be reduced by 1/20th for each day of work that Services are cancelled in the applicable Facility. If any such service reductions can be reasonably anticipated by the Authority, the Authority Liaison will provide as much lead time to the Contractor Manager as possible.
- B. Performance Incentives.** The following financial non-compliance assessments shall be applied, and will be deducted from the next Contract Price invoice. The Authority Liaison has the authority to waive up to \$1000 per contract year.
1. **Building Alarm Code Replacements.** There will be a \$50 charge for the replacement or sharing of building alarm codes.
  2. **Excessive Turnover.** Past experience has demonstrated that excessive turnover in the Contractor Manager or custodian positions per Facility causes additional and significant burdens upon the Authority and to off-set these burdens, the Contractor will be assessed a \$250 assessment per instance. This assessment will be waived during the first ninety (90) days of the Initial Term.
  3. **Uniforms/ID Badges.** If a Contractor employee or agent is observed at a Facility without wearing the proper ID badge or uniform, the Contractor may be charged a \$25 assessment on the next Contract Price invoice.
  4. **Fines for OSHA/MIOSHA Violations.** If the Authority is assessed any fines for OSHA/MIOSHA violations arising out of these Services and attributable to the Contractor, the Contractor shall reimburse the Authority for these fines by commensurately reducing the charges on the next Contract Price invoice.
  5. **Improperly Securing Buildings.** If the Contractor fails to properly secure any Facility, a non-compliance assessment of \$500 per incident shall be deducted for the next Contract Price invoice to pay the local police department for their charge to respond to calls. Additionally, the Contractor shall be responsible for any and all damage or loss to Authority Facilities or equipment arising from the failure to properly secure all Facilities in accordance with this Contract.
  6. **No Answer of Calls/Pages.** Calls placed by the Authority’s Superintendent, the Authority Liaison, or the Facility administrator to the Contractor Manager that are not answered or returned within 30 minutes after the call is placed will be assessed a \$25 assessment per incident. In the event of an emergency, any subsequent damage incurred to Authority Facilities as a result of the failure of Contractor to supply adequate personnel to control such damage will be reimbursed by the Contractor. The deduction will be made on the next Contract Price invoice.

7. **Non-Compliant Contractor Personnel.** If a Contractor employee or agent is observed working in a Authority Facility and in not in compliance with the terms and conditions of this Contract (for example, does not have proper fingerprinting and criminal background checks completed), the Contractor will be charged a \$500 assessment which will be made on the next Contract Price invoice. The non-compliance Contractor employee or agent shall immediately vacate the Authority's property.
8. **Non-Inspection.** Failure to complete any required inspections and failure to re-schedule and complete the inspection within three business days will result in the issuance of compliance assessment of \$100 per instance and will be deducted on the next Contract Price invoice.
9. **Unfilled Shifts.** Whenever any Contractor employees or agents are absent from part or all of their Contractor assigned shift at a Facility and the Contractor does not provide coverage for the Facility, the Contractor must deduct \$300 per instance from the next Contract Price invoice. These assessments are intended to reflect the Contractor's savings by not providing the Services required and to provide an "assured staffing" incentive. Any portion of an eight (8) hour shift not covered by a Contractor substitute will be assessed a pro-rated assessment based upon \$300 per eight (8) hour shift.
10. **Operating a Vehicle Without Licensure.** If a Contractor employee or agent is observed operating a vehicle without the proper licensure, the Contractor will be charged a \$200 assessment which will be made on the next Contract Price invoice.

#### **XIV. MISCELLANEOUS**

- A. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.
- B. **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.
- C. **No Assignment or Sub-Contracting.** This Contract shall not be assigned, transferred, or subcontracted, in whole or in part, by the Contractor without the prior written consent of the Authority.
- D. **No Waiver.** No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
- E. **Severability.** In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable

without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.

- F. Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- G. Entire Agreement.** This instrument contains the entire Contract entered into between the Parties hereto, its terms may not be modified except in writing signed by the Contractor and the Authority. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the Authority and the Contractor.
- H. Non-Appropriation of Funds.** The Authority represents (1) that it has adequate funds to meet its obligations under this Contract during the 2012-2013 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the Authority determines, in its sole and absolute discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in this Contract, the Authority's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.
- I. Force Majeure.** In the event Contractor is unable to provide Services herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the Authority shall excuse the Contractor from performance under this Contract. A change in market condition does not constitute force majeure. The Authority shall have the right to take over the Services if the Contractor is prevented from operating for the reasons described above, and may provide such Services with school employees or other persons, as the Authority may deem appropriate until Contractor is able to resume its regular operations and the Authority shall receive a credit from Contractor for the days the Contractor failed to provide such Services on a pro-rata basis. Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Services. If the Contractor does not procure such replacement personnel, the Authority may procure the same and deduct the associated costs and expenses from any amounts owed to the Contractor, or terminate the Contract.
- J. Insolvency.** In the event that Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then the Authority, at its option, may immediately terminate this Contract.
- K. Advertising.** The Contractor shall not use this Contract as part of any commercial advertising without the prior written consent of the Authority.

WHEREAS, the Parties have executed this Custodial, Grounds and Facility Maintenance Services Contract as of the Effective Date.

**EDUCATION ACHIEVEMENT  
AUTHORITY OF MICHIGAN**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BEAFA**

## ATTACHMENT A

### **List of Authority Facilities**

#### **Facilities subject to the Services:**

1. Central High School
2. Denby High School
3. Ford High School
4. Mumford High School
5. Pershing High School
6. Southeastern High School
7. Bethune Elementary/Middle School
8. Burns Elementary/Middle School
9. Law Elementary/Middle School
10. Murphy Elementary/Middle School
11. Nolan Elementary/Middle School
12. Phoenix Academy
13. Brenda Scott Elementary/Middle School
14. Stewart Elementary/Middle School
15. Trix Elementary/Middle School

The Parties understand and agree that this list of schools subject to the Services may be updated in accordance with the Contract as the Authority expands its educational operations.

## **ATTACHMENT B**

### **Custodial Services**

In addition to this Attachment B, the scope and frequency of cleaning and minor maintenance and grounds duties and tasks expected of the Contractor for the Custodial Services is set forth in Attachments A through B of the RFP. These attachments are not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the Authority so that the Facilities are cleaned and maintained as necessary for the Authority's educational mission, operations and expectations. In addition to these expectations, the Contractor shall perform the following duties as part of the Custodial Services:

[INSERT]

Additionally, the Custodial Services shall include snow removal from, and application of salt/ice melt to, the following areas all walks, stairs, pathways and areas adjacent to each Facility and the application of salt to those areas, as shown on the maps included in the Attachments to the RFP.

## ATTACHMENT C

### **Grounds Services**

The scope and frequency of grounds maintenance duties and tasks expected of the Contractor for the Grounds Services is set forth in Attachments A through B of the RFP, as well as in this Attachment C. These attachments are not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the Authority so that the Facilities are maintained as necessary for the Authority's educational mission, operations and expectations. In addition to these expectations, the Contractor shall perform the following duties as part of the Grounds Services:

1. Responsibility to maintain, safeguard and service the Facilities and occupants of the Facilities.
2. Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law, and operate all Equipment in accordance with all applicable laws, as well as in a manner which promotes safety.
3. All School District Facilities designated for Grounds Services are to be mowed and trimmed to maintain a professional, neat and uniform appearance. Facilities shall be trimmed every time they are mowed and at the same time they are mowed. Minor tree trimming and minor shrub/brush clean-up is also required.
4. Mowing must be available at all times between April 1<sup>st</sup> and November 30<sup>th</sup>.
5. Mowing frequency shall occur at least once every seven (7) days at each Facility between April 1 and November 30, such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. Under no circumstances shall the Contractor dump clippings or other lawn debris on School District property. If the time between mowing must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the School District.
6. All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing. All trash containers shall be emptied regularly and disposed of legally or deposited in the School District's dumpster at the Facility.
7. All grass termination at various paving and concrete details shall be maintained to keep grass overgrowth off sidewalks and out of bedded areas. Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, curb lines, cracks in hard play surfaces, and around all other obstacles to provide a neat and even appearance to the entire Facility shall be done simultaneously with each mowing. Additionally, vertical edging to remove grass overgrowth around lawn perimeters, sidewalks and bedded areas shall be done twice per month between April 15 and June 15, and once per month between June 15 and November 30. Trimmers shall be used to maintain a crisp and neat appearance. Care shall be used when trimming around trees and posts to prevent damage to these items and as to not "girdle" said trees/posts with clippings.
8. Mowing shall be coordinated to prevent the depositing of clippings/mowing debris into planters, flowerbeds, or into base mounted equipment such as A/C condensers. Any

clippings or debris blown into these areas shall be removed immediately by the Contractor at no additional charge.

9. All leaves are to be cleaned out of landscape beds and from lawn areas at least once between April 1 and April 30, and once again between October 15 and November 15. A final clean up shall take place in mid-late November after a majority of leaves have fallen from the trees.
10. All high school, middle school, and elementary athletic fields are equipped with automatic irrigation systems and some Facilities, including specialty sites and elementary Facilities, have additional irrigation systems around “curb appeal areas.” The Contractor shall monitor sprinkler times and is responsible to coordinate mowing schedules. The Contractor is responsible to notify the School District of any sprinkler malfunction or maintenance problem.
11. The spreading of additional red clay or slag on ball fields shall be done as requested by the School District.
12. Applying approved athletic field paint to line ball fields, natural turf fields and synthetic turf fields (however only line synthetic turf fields for designated events) as necessary in accordance with the School District’s athletic schedule.
13. Spreading mulch one time per year in designated areas as requested by the School District.
14. Weed flower beds as necessary to maintain weed free environment and apply a pre-emergent weed killer in flowers beds in Spring.
15. Minor tree and shrub trimming to maintain neat appearance.
16. Mowing of natural turf athletic fields as necessary to provide proper turf height for all athletic events. Contractor shall utilize “mulching” mowers so that grass clippings are not deposited or left of fields in clumps. If clumps of clippings occur, the Contractor shall remove or alleviate said clumps.
17. Maintenance of artificial turf fields as requested by School District.
18. Cleaning all stadiums promptly after all homes games/contests. This is especially important when rentals of the same are scheduled.
19. Install and remove the wind screens around the tennis courts annually.
20. The Contractor will be responsible for clearing snow and ice in all parking lots and related drives all designated School District Facilities. The Contractor shall be responsible for ALL parking lot, driveways, walkways and Facility entrances areas, as well as those areas shaded on the diagrams attached to the RFP. The Contractor shall be responsible for application of salt/ice melt to the walks, stairs, pathways and areas adjacent to the Facilities, as well as the parking lots. Additionally, the Contractor shall be responsible for removing snow and applying salt/ice melt to paved areas and sidewalks/walkways around all athletic fields as requested by the School District.
21. The Contractor shall ensure that all designated areas shall be completely plowed and cleared of snow/ice. All surfaces, including parking lots, driveways, etc. must be cleared of snow and have salt applied at least two (2) hours prior to the listed start time for the Facility. The Contractor shall ensure all play pads are cleared of snow within forty-eight (48) hours, but no salt/ice-melt shall be applied to play pads.

22. When snow continues to fall after the snow has been initially plowed/removed, Contractor may be required to clear the designated areas as needed to assure maximum safety for Facility users.
23. Snow removal must be available 24 hours a day, 7 days a week.
24. Snow removal shall occur when two (2) inches or more of snow/sleet etc. accumulates on the ground surfaces, including parking lots, driveways, etc. Snow removal shall occur as to maintain all surfaces, including parking lots, driveways, etc., in a "slip free" condition, clear of snow and ice at all times.
25. Snow/sleet must be removed from the ground surfaces (i.e., parking lots, driveways, etc.) and placed in collection areas in a manner which does not create snow piles/mounds which may cause dangerous conditions at any Facility. The Contractor shall provide loaders, dump trucks etc. to remove any excess snow accumulation. The Contractor shall not push snow into unauthorized areas, and if done, the Contractor, at its sole cost and expense, shall be required to remove snow from unauthorized areas. If Contractor damages School District property (e.g., grass, parking blocks, signs, etc.) it shall be repaired at Contractor's sole cost and expense to a condition as good as prior to such damage.
26. The Contractor is required to check parking lots and driveways and salt as needed maintaining slip free pavement.
27. The School District will provide necessary salt/ice melt for application at School District Facilities. The Contractor shall spread salt/ice melt only at spread rates approved by the School District. The Contractor shall provide a monthly detailed accounting of the quantity of salt, location of use and time of application, to avoid excessive use of product. Contractor shall not use School District-provided salt for any purpose other than application at School District Facilities.
28. All snow removal services must be available between November 1 and April 30.
29. Under no circumstances shall the Contractor dump or store snow from other locations on School District property.
30. The Contractor shall be responsible for plowing snow from, and applying salt/ice melt to, the School District's Administration office parking areas on all days, including weekends and days school is not in session, to accommodate use of those parking areas.

## ATTACHMENT D

### **Facility Maintenance Services**

The scope and frequency of facility maintenance duties and tasks expected of the Contractor for the Facility Maintenance Services are set forth in Attachments A through B of the RFP, as well as in this Attachment D. These attachments are not intended to specify the manner in which the tasks must be performed, but rather to demonstrate the minimum expectations of the Authority so that the Facilities are maintained as necessary for the Authority's educational mission, operations and expectations. In addition to these expectations, the Contractor shall perform the following duties as part of the Facility Maintenance Services:

1. All Testing and preventative maintenance of, and basic repairs for, all Facility mechanical systems (plumbing, electrical, HVAC etc.). Contractor's preventive maintenance shall consist of a planned maintenance program that is designed to maintain equipment in an operable condition, which will be performed on the Facilities' equipment/systems. This preventative maintenance includes cleaning of all machinery and equipment in boiler, fan, and air compressor rooms, and all building systems' mechanical equipment. This preventative maintenance also includes daily swimming pool maintenance. Basic repairs of Facility components is also included in the preventative maintenance program, consisting of and basic parts/component replacement, repair of equipment, door repairs etc.
2. Operation, Inspection and Maintenance of all boilers and hot water heaters in the Facilities in accordance with all applicable local, state and federal laws, rules, regulations and ordinances (including the City of Detroit's Ordinances).
3. Maintenance of all Heating, Ventilation, Air Conditioning ("HVAC") Systems, including:
  - a. Maintenance, troubleshooting and repair of chillers, hot water and steam boilers systems.
  - b. Perform preventive maintenance on district HVAC equipment, boilers, chillers, unit vents, R.T.U's, exhaust fans, on regularly scheduled basis.
  - c. Perform Rule 27 boiler inspections, and other inspections required by State and Local laws, rules, regulations and ordinances.
  - d. Assist in utility outages which includes restarts following outages.
  - e. Maintain and monitor Authority's Facilities/Energy Management Systems.
  - f. Provide energy management consultation services to the Authority.
4. Maintenance of all Plumbing components, fixtures and equipment, including repair and maintenance of domestic cold/hot water systems, toilets, urinals, sinks, drinking fountains, school sumps, water lines, drains, district irrigation systems, etc.
5. Maintenance of all Electrical and Lighting components, fixtures and equipment, including troubleshooting and repair of ballasts, lights, photocells, clocks, fire panels, fire suppression systems, electrical outlets, light switches and controls, electric restroom fixtures, scoreboards, kitchen appliances, electrical panels, automatic doors, bleachers, electric basketball backboards, etc., and programming of Facility time clocks.
6. Cleaning and maintenance of any swimming pools, including:
  - a. Troubleshooting and repair of pumps, filters, feeders, valves, diving board, and all other mechanical aspects of swimming pool.

- b. Routine testing and maintaining of pool chemicals. (Pool operator's certification required).
  - c. Perform preventive maintenance on pool and pool components.
  - d. Perform shocking, backwashing, and draining of pool.
7. Minor Carpentry and Painting work as requested by the Authority.
  8. Cleaning and Maintenance of all lockers, including re-combination of designated lockers on an annual basis (typically during the summer cleaning cycles).
  9. Manufacturers' Recommendations – The Contractor shall ensure that all applicable equipment manufacturers' recommendations for repair and maintenance are followed. Some examples include wood floor care in gyms, new furniture cleaning, equipment repair, replacement and maintenance etc.

The Parties agree that the Contractor will also provide corrective maintenance, consisting of a planned or unplanned maintenance activity designed to be a major repair/replacement an entire component of the equipment/systems, and return the equipment/systems to its normal operating condition, if said component of the equipment/systems has failed. The Authority shall be responsible for the costs for all parts for such corrective maintenance. If requested, Contractor will provide the labor for such corrective maintenance at no additional charge, if the corrective maintenance can be accomplished during Contractor's normal business hours. Labor needed during non-business hours (e.g., emergency) shall be at an additional charge as set forth in the Additional Services pricing in the Contract, or at a mutually agreed upon "project price" as negotiated by the Parties. The Contractor shall promptly notify the Authority Liaison in writing of any issues or problems which may result in corrective maintenance.

**ATTACHMENT E**  
**Contractor's Pricing Form**  
**ATTACHED**

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE  
SERVICES**

**ATTACHMENT D**

# PROPOSAL PRICING FORM

## EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

### REQUEST FOR PROPOSALS FOR CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES

#### CONTRACTOR INFORMATION:

CONTRACTOR'S NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

#### A. CUSTODIAL SERVICES PRICING:

This Pricing is to reflect an award by the Authority of **ALL** Custodial Services contemplated in the RFP for **ALL** Facilities, including all personnel, supplies and equipment necessary to perform the Custodial Services in accordance with the terms and conditions of the RFP and the Contract. These are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Custodial Services.

1. All Custodial Services Year 1: \$ \_\_\_\_\_
2. All Custodial Services Year 2: \$ \_\_\_\_\_
3. All Custodial Services Year 3: \$ \_\_\_\_\_
4. Number of total man-hours budgeted per year under quoted Pricing:
  - a. Custodial Management: \_\_\_\_\_
  - b. Custodial Labor: \_\_\_\_\_
5. Number of total FTEs budgeted per year under quoted Pricing:
  - a. Custodial Management: \_\_\_\_\_
  - b. Custodial Labor: \_\_\_\_\_
6. Amount Pricing would be increased/decreased if the School District requested a permanent addition/removal of portions of the Custodial Services:
  - a. ½ FTE: \_\_\_\_\_ (Lead Custodian)  
\_\_\_\_\_ (Day Custodian)  
\_\_\_\_\_ (Night Custodian)

- b. 1 FTE: \_\_\_\_\_ (Lead Custodian)
- \_\_\_\_\_ (Day Custodian)
- \_\_\_\_\_ (Night Custodian)

7. **Additional Services Hourly Pricing:**

The hourly rates set forth below are for work requested by the School District that is outside the scope of the Custodial Services under an award of the Contract:

- (i) **Hourly Rate:** \$ \_\_\_\_\_
- (ii) **Weekend Rate:** \$ \_\_\_\_\_
- (iii) **Holiday Hourly Rate:** \$ \_\_\_\_\_
- (iv) **Emergency Hourly Rate:** \$ \_\_\_\_\_

**B. GROUNDS SERVICES PRICING**

This Pricing is to reflect an award by the Authority of **ALL** Grounds Services contemplated in the RFP, including all personnel, supplies and equipment necessary to perform the Grounds Services for all applicable Facilities in accordance with the terms and conditions of the RFP and the Contract. These are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Grounds Services.

- 1. **Grounds Services Year 1:** \$ \_\_\_\_\_
- 2. **Grounds Services Year 2:** \$ \_\_\_\_\_
- 3. **Grounds Services Year 3:** \$ \_\_\_\_\_
- 4. **Number of total man-hours budgeted per year under quoted Pricing:**
  - a. **Grounds Management:** \_\_\_\_\_
  - b. **Grounds Labor:** \_\_\_\_\_
- 5. **Number of total FTEs budgeted per year under quoted Pricing:**
  - a. **Grounds Management:** \_\_\_\_\_
  - b. **Grounds Labor:** \_\_\_\_\_
- 6. **Amount Pricing would be increased/decreased if the School District requested a permanent addition/removal of certain portions of Grounds Services:**
  - a. **½ FTE:** \_\_\_\_\_
  - b. **1 FTE:** \_\_\_\_\_

7. **Additional Services Hourly Pricing:**

The hourly rates set forth below are for work requested by the School District that is outside the scope of the Grounds Services under an award of the Contract:

- (i) **Hourly Rate:** \$ \_\_\_\_\_
- (ii) **Weekend Rate:** \$ \_\_\_\_\_
- (iii) **Holiday Hourly Rate:** \$ \_\_\_\_\_

(iv) **Emergency Hourly Rate:** \$ \_\_\_\_\_

**C. FACILITY MAINTENANCE SERVICES PRICING:**

This Pricing is to reflect an award by the Authority of **ALL** Facility Maintenance Services contemplated in the RFP for **ALL** Facilities, including all personnel, supplies and equipment necessary to perform the Custodial Services in accordance with the terms and conditions of the RFP and the Contract. These are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Facility Maintenance Services.

1. **All Facility Maintenance Services Year 1:** \$ \_\_\_\_\_
2. **All Facility Maintenance Services Year 2:** \$ \_\_\_\_\_
3. **All Facility Maintenance Services Year 3:** \$ \_\_\_\_\_
4. **Number of total man-hours budgeted per year under quoted Pricing:**
  - a. **Facility Maintenance Management:** \_\_\_\_\_
  - b. **Facility Maintenance Labor:** \_\_\_\_\_
5. **Number of total FTEs budgeted per year under quoted Pricing:**
  - a. **Facility Maintenance Management:** \_\_\_\_\_
  - b. **Facility Maintenance Labor:** \_\_\_\_\_
6. **Amount Pricing would be increased/decreased if the School District requested a permanent addition/removal of portions of the Custodial Services:**
  - a. **½ FTE:** \_\_\_\_\_ (Plumber)  
\_\_\_\_\_ (Electrician)  
\_\_\_\_\_ (HVAC Technician)  
\_\_\_\_\_ (Boiler Operator)
  - b. **1 FTE:** \_\_\_\_\_ (Plumber)  
\_\_\_\_\_ (Electrician)  
\_\_\_\_\_ (HVAC Technician)  
\_\_\_\_\_ (Boiler Operator)
7. **Additional Services Hourly Pricing:**

The hourly rates set forth below are for work requested by the School District that is outside the scope of the Custodial Services under an award of the Contract:

- (i) **Hourly Rate:** \$ \_\_\_\_\_ (Plumber)  
\$ \_\_\_\_\_ (Electrician)  
\$ \_\_\_\_\_ (HVAC Technician)  
\$ \_\_\_\_\_ (Boiler Operator)

- (ii) **Weekend Rate:** \$ \_\_\_\_\_ (Plumber)  
 \$ \_\_\_\_\_ (Electrician)  
 \$ \_\_\_\_\_ (HVAC Technician)  
 \$ \_\_\_\_\_ (Boiler Operator)
- (iii) **Holiday Hourly Rate:** \$ \_\_\_\_\_ (Plumber)  
 \$ \_\_\_\_\_ (Electrician)  
 \$ \_\_\_\_\_ (HVAC Technician)  
 \$ \_\_\_\_\_ (Boiler Operator)
- (iv) **Emergency Hourly Rate:** \$ \_\_\_\_\_ (Plumber)  
 \$ \_\_\_\_\_ (Electrician)  
 \$ \_\_\_\_\_ (HVAC Technician)  
 \$ \_\_\_\_\_ (Boiler Operator)

**D. CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE SERVICES PRICING:**

This Pricing is to reflect an award by the School District of ALL Custodial Services **and** Grounds Services **and** Facility Maintenance Services contemplated in the RFP to a single Contractor, including all personnel, supplies and equipment necessary to perform these Services in accordance with the terms and conditions of the RFP and the Contract. These are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Custodial Services and Grounds.

1. **All Services Year 1:** \$ \_\_\_\_\_
2. **All Services Year 2:** \$ \_\_\_\_\_
3. **All Services Year 3:** \$ \_\_\_\_\_
4. **Number of total man-hours budgeted per year under quoted Pricing:**
  - a. **Management:** \_\_\_\_\_
  - b. **Labor:** \_\_\_\_\_
5. **Number of total FTEs budgeted per year under quoted Pricing:**
  - a. **Management:** \_\_\_\_\_
  - b. **Labor:** \_\_\_\_\_
6. **Please indicate any changes to the FTE and Additional Services Pricing set forth in the service specific categories above, if any.**

**E. WAGES & BENEFITS OFFERED BY CONTRACTOR**

As set forth in the RFP, the Contractor shall include the scale of wages and summary of benefits what would be offered to its employees.

**F. CONSUMABLE SUPPLIES PRICE INDEXING**

If the Authority's enrollment were to increase or decrease significantly from the figures set forth in the RFP, the Authority is seeking pricing on a "cost per pupil" basis to be used to develop the increase/decrease in Contractor's pricing under the Contract if the Authority's enrollment increases or decreases from its anticipated figures.

\$ \_\_\_\_\_

**G. EXPANSION PRICING**

The Authority is seeking pricing on a "cost per square foot" basis to be used to develop the increase in Contractor's pricing under the Contract when the Authority expands its operations to additional buildings beginning in the 2013-14 school year. This cost per square foot pricing should include all costs for management, labor (including wages and benefits), cleaning and consumable supplies, costs for preventative maintenance services etc.

\$ \_\_\_\_\_

**H. PERFORMANCE BOND**

Please provide the cost to supply a performance bond for the **first year labor cost** of the Contract, indicate add/deduct the sum of: \$ \_\_\_\_\_

**I. ACKNOWLEDGEMENT OF ADDENDA TO RFP**

The Contractor acknowledges receipt of the following addenda:

- Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

The undersigned understands that the Authority reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the lowest Contractor and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the Authority to furnish the Services in strict accordance with this Request For Proposal, the Contract and our Proposal.

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

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

**CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**(Signature/Principal)**

\_\_\_\_\_  
**(Name Printed)**

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**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS**  
**FOR**  
**CUSTODIAL, GROUNDS AND FACILITY MAINTENANCE**  
**SERVICES**

**ATTACHMENT E**

