



Request for Proposal

CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT
SERVICES

RFP Number: 11JUL14FMS

Date Issued: July 11, 2014

Due Date: August 6, 2014

Procurement Contact:

Jamie Glavin

Procurement Manager

jglavin@eaaofmichigan.org

313/263-9837

EDUCATION ACHIEVEMENT AUTHORITY of Michigan

About the Education Achievement Authority: The Education Achievement Authority (“EAA”) is a new statewide school system that will assume operation of the lowest five (5) percent of performing schools in the state of Michigan that are not achieving satisfactory results on a redesign plan or that are under an Emergency Manager. It 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. It will first apply to underperforming schools in Detroit in the 2012–2013 school year and then be expanded to include low performing schools throughout Michigan.

Equal Opportunity: It is the public policy of the EAA, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), small and other disadvantaged business entities as defined by the Small Business Administration in employment and contracting opportunities involving the EAA as fully as possible. The EAA, therefore, is committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy.

Similarly, demonstrated commitment content with the goals of this policy by those with whom the EAA of Michigan does business, including those Contractors responding to the solicitation, is highly desirable by EAA of Michigan.

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Request for Proposals

I. Overview

The EAA is based in Detroit, Michigan. For the current school year, the EAA will have an enrollment of approximately 7,200 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 EAA anticipates that its educational programs will only occupy a fraction of the overall gross square footage at each Facility, and the EAA anticipates that, on average, only approximately 50% 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.

II. Outline of Work

A. Purpose:

The purpose of this RFP is to identify a proven Contractor(s) able to offer the services listed below.

As part of its operations, it is necessary that the EAA 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 EAA may select one or more experienced and qualified entity 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 EAA 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.

B. Scope and Activities:

The EAA seeks a proven Contractor(s) willing and able to:

The EAA contemplates a bid for all facilities management (FM), coordination and repair for the 15 school buildings and their respective equipment, i.e. boilers. The EAA considers the scope of this contract to be all inclusive to include all duties and repairs necessary to properly manage and maintain a facility according to nationally recognized standards. It is anticipated that prospective bidders standard cost models would be all inclusive of all charges associated with maintenance and repairs. The management company would conduct its mission under the general parameters established by the Finance Department. Buildings may be awarded in groups, individually or as a whole.

Facilities Management (FM) duties to include:

a. Facility Management

- Onsite Monday through Friday, 7:00 a.m. to 5:00 p.m. (except State Holidays)
- On call 24 hours/365 days a year (including Holidays)
- Respond to corrective action work requests within specified times
- Use a Computerized Maintenance Management System (CMMS) to manage Work Orders
- Utilize a computerized asset (equipment) list with a preventive maintenance schedule
- Coordinate semi-annual emergency monitor meetings and annual drills
- Provide various monthly reports to the EAA
- Coordinate and manage construction projects under State of Michigan transaction minimums as provided by MCL 380.1274
- Provide EAA with a maintenance/project planning report
- Adhere to city code requirements

b. External maintenance

- Landscaping
- Snow removal
- Manage deliveries and related logistics
- Maintain cleanliness of the grounds

c. Interior maintenance

- Janitorial
- Painting
- Carpentry
- Site lighting
- Mechanical systems

- Electrical systems
- Plumbing systems
- Construction services (minor)
- HVAC

d. EAA/Contractor relations

- Conduct liaison meetings
- Respond to and resolve building specific issues
- Participate in quality review meetings
- Coordinate quality assurance/customer service surveys and provide results to EAA

e. Oversee/Monitor contracts for the building:

EAA negotiated Contracts:

- Confidential Document Destruction
- Paper Recycling
- Security systems
- Security guards
- IT related maintenance

Facility Management Company Direct Contracts

- Boiler/Steam System Maintenance
- Chilled Water
- Computerized Maintenance Management System (CMMS)
- Construction projects under State of Michigan
- Elevator Maintenance
- Fire Alarms Systems Maintenance and Testing
- Special Hazards systems - Fire Sprinklers
- Fire Pumps/Suppression Equipment Annual Inspections
- Generator Maintenance (Non-IT)
- HVAC System Maintenance
- Janitorial Services
- Lock-smith services for Access Control System
- Landscape/Grounds keeping
- Meter Reading
- Overhead doors maintenance
- Pest Control Services
- Rubbish Removal
- Snow Plowing
- Window Washing

C. Timeline:

The anticipated start date of the contract potentially resulting from this RFP is September 1, 2014.

III. Contractor Qualifications

The EAA is seeking proposals from Contractors who:

1. Have the necessary capacity and infrastructure to deliver on all elements as contained herein.
2. Please describe, based on your experience, how you would define “Facility Management”?
3.
 - a. Do you have prior experience managing a building, or complex of buildings of at least 750,000+ square feet?
 - b. Please provide contact information including names, telephone numbers, addresses and email addresses for your customer(s) for the facilities mentioned above.
4.
 - a. In your opinion, what steps, including timeframe, are needed for a successful transition of a building with the above scope of work?
 - b. Do you have a third-party construction contract management experience or an on-site construction manager?
5. Based on the In Scope sections a-e listed above, do you view this as a comprehensive list for Facility Management?
 - a. If no, please include detail information on what is missing.
 - b. Is there anything that should NOT be included?
6. Do you employ skilled trades (electrician, plumber, maintenance mechanic, etc.) full time or do you hire these services from outside contractors as needed?
 - a. Does your management company absorb costs associated with general maintenance (ballasts, light switches, general plumbing, general HVAC, sloan valves, etc.) associated with these services?
 - b. If not, how are your costs reflected in the price model?
7. If possible, please provide the following with your response:
 - a. Examples that include one or more of the items of the scope listed above.
 - b. Best practices that your company utilizes for facility management.

8. Compensation Structure
 - a. Describe your compensation structure and how you would expect to be compensated for your facility management services including staff, operating expenses, equipment, software system(s), training, etc.
 - b. Please provide examples of common pricing models, if possible.
9. Additional Information

Is there additional pertinent information you would like to provide not covered in the sections listed above?
10. What best practices should be included?
11. Provide your standard service level agreements (SLAs).
12. Agree to purchase, prior to the commencement of services, and maintain for the duration of the contract, the following insurance coverage in the minimum amounts indicated:

Commercial General Liability Insurance: On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor's Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

Workers' Compensation including Employer's Liability Coverage: \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

Motor Vehicle Liability: If Contractor, or its employees, will use motor vehicles to satisfy its responsibilities, then Contractor must have a minimum amount of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverage furnished by Contractor is on a "claims made" basis, the Contractor shall continue the coverage required under the contract for a minimum period of three years after the expiration or termination of the contract.

In addition, Contractor shall include the following as Additional Insured: The Education Achievement Authority including its elected and appointed officials, employees, and volunteers.

IV. Proposal Requirements

- A. **Contract Award:** The EAA reserves the right to award contract(s) in a manner deemed to be in the best interest of the EAA.
- B. **Term:** Each Contractor shall submit its Proposal for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule.

- C. **Amendment or Cancellation of the RFP:** The EAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the EAA to do so. The EAA, at its option, may seek proposer retraction and/or clarification in any discrepancy or contradiction found during its review of proposals.
- D. **Proposer Presentation of Supporting Evidence:** Proposers may be invited to present to the EAA, at the EAA's full discretion, providing additional evidence of experience, performance, ability, and/or financial surety that the EAA deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.
- E. **Proposer Demonstration of Proposed Services and/or Products:** At the discretion of the EAA, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided without cost to the EAA.
- F. **Erroneous Awards:** The EAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the EAA shall not constitute a breach of contract on the part of the EAA since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the EAA and such proposer.
- G. **Proposal Expenses:** Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the EAA.
- H. **Ownership of Proposals:** All proposals shall become the sole property of the EAA and will not be returned. All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), Section 15.231 et seq. of the Michigan Compiled Laws. The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in statute) are public records and every person has a right to inspect such records and receive a copy of such records.
- I. **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the EAA unless otherwise stated in the contract.
- J. **Oral Agreement or Arrangements:** Any alleged oral agreements or arrangements made by proposers with any EAA appointed or elected official, employee, or volunteer will be disregarded in any EAA proposal evaluation or associated award.
- K. **Subcontractors:** EAA must approve in writing any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the EAA and that the Chancellor or his/her designee may communicate directly with any subcontractor as the EAA deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). Upon request, a performance evaluation of any subcontractor shall be provided promptly by the proposer to the EAA. The proposer must provide the majority of services described in the specifications.

- L. E-Mail Clarifications:** The EAA intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). References in this RFP to "written" form of communications include e-mail.
- M. Additional Requests for Clarification:** Prospective Contractors may request that the EAA clarify information contained in this RFP. All such requests must be made in writing via email. The EAA 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 EAA will not respond to any Request for Clarification received after **5 p.m. on July 30, 2014**. The response to any Request for Clarification will be posted to the EAA's website and notification of such posting will be provided to all parties that filed an Intent to Respond with the EAA by the deadline set. Requests for Clarification and inquiries must be made via e-mail. All Requests for Clarification must be directed to Jamie Glavin at jglavin@eaaofmichigan.org (Subject Line: Custodial, Grounds and Facility Management RFP Request for Clarification). No response will be made to any oral questions. All questions and answers will be posted on the EAA's website. It is each Contractor's responsibility to check the EAA'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.
- N. 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 EAA, 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 M. above, or as otherwise required by applicable law.
- O. 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 EAA. All addenda will be issued through the EAA'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.
- P. RFP Information Controlling:** The EAA 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.
- Q. 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 EAA 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 EAA, Contractor fails to execute the finalized Contract and provide insurance and bonds acceptable to the EAA, 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.

- R. **Finality of Decision:** Any decision made by the EAA, including the Contractor selection, shall be final.
- S. **Reservation of Rights:** The EAA 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 EAA 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 EAA reserves the right to request additional information from any or all Contractors. The EAA reserves the right to negotiate with the Contractors concerning their Proposals. Although the EAA is seeking to consolidate the contemplated Custodial and Partial Grounds Services with one Contractor, the EAA reserves the right to select one or more Contractors to perform the Custodial, Grounds and/or Facility Maintenance Services on behalf of the EAA. In the event Contractor's Proposal is accepted by the EAA and Contractor asserts exceptions, special considerations or conditions after acceptance, the EAA, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Contractor.
- T. **Release of Claims:** Each Contractor by submitting its Proposal releases the EAA from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- U. **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.
- V. **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.
- W. **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.

PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

August 6, 2014 at 1 p.m. EST (the "Due Date") via email to jglavin@eaafmichigan.org

- A. 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 Jamie Glavin at jglavin@eaafmichigan.org (Subject Line: Custodial, Grounds and Facility Management RFP Intent To Respond), on or before **5 p.m., July 25, 2014**. 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 EAA's website for the same.
- B. 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 EAA is not liable for any delivery or other delays.
- C. Disqualification:** Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. 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 Management Services (all as defined below) set forth in this RFP and the Contract as described; and (iii) include all necessary information to enable the EAA 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 EAA making an informed decision relative to its Proposal.
- D. Standard Contract:** 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"). The Contract contains many details relative to the Services requested by the EAA, 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.
- E. Exceptions:** 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 EAA. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.

- F. **Background Cover Letter:** A cover letter with background information regarding the Contractor, which will serve as an introduction of the Contractor, on business letterhead.
- G. **Background and Qualifications:** 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.
- H. **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 EAA.
- I. **Financial Reports:** 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.
- J. **Compliance with Laws and Regulations:** 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 and City of Detroit boiler regulations.
- K. **Other:** 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.
- L. **Litigation and Regulatory Proceedings:** 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) noncompliance 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.

- M. **Training:** Fully describe, and provide evidence and scope of, Contractor's formalized in-service training and educational programs for all of its employees.
- N. **Agreement to be Bound:** A signed letter setting forth the Contractor's agreement to be bound by the terms and conditions of this RFP and the Contract.
- O. **Wage and Benefits Schedule:** A schedule indicating the wages and benefits to be offered to employees of Contractor.
- P. **Pricing:** A completed Proposal Pricing Form as provided as part of this RFP.

V. Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, will be considered as part of the selection process:

- **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.

Oral Interviews: The EAA may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the EAA may have regarding the RFP and Contractor's Proposal. In that case, the EAA 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 August 11, 2014**. If selected to participate in an oral interview, the Contractor(s) should be prepared to make a presentation to a committee of the EAA, not to be more than twenty (20) minutes in length.

VI. Instructions to Proposers

A. Proposal Schedule:

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

| | |
|--|--------------------------------|
| Issuance of this RFP | July 11, 2014 |
| Mandatory Pre-Proposal Conference at 300 River Place, Suite 3600 Detroit, Michigan 48207 | 3 p.m. — July 17, 2014 |
| Walk throughs | Starting July 18, 2014 |
| Deadline for written Intent to Respond | 5 p.m. — July 25, 2014 |
| Deadline for written Requests for Clarifications | 5 p.m. — July 30, 2014 |
| DUE DATE FOR PROPOSALS | 1 p.m. — August 6, 2014 |

Contractor interviews and presentations
to the EAA

Week of August 11, 2014

PLEASE NOTE: The EAA 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.

During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the EAA for additional information, except in writing, directed to the Procurement Contact listed on the cover page of this document, at Education Achievement Authority of Michigan, 300 River Place, Suite 3600, Detroit, MI 48207. Your organization assumes the risk of any delay in the mail or in the handling of mail by employees of the EAA. Whether sent by mail or by means of personal delivery, your organization assumes responsibility for having your proposal deposited on time.

- B. **Questions:** Questions for the purpose of clarifying this RFP must be submitted in writing and must be received no later than 5:00 PM Eastern on July 30, 2014. Questions must be emailed to jglavin@eaaofmichigan.org. Answers to questions received will be posted as an Addendum to this RFP.
- C. **Proposals:** All responses to this solicitation must be submitted as follows:

August 6, 2014 at 1 p.m. EST (the "Due Date") via email to jglavin@eaaofmichigan.org

VII. Contractual Obligations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The EAA will pursue negotiations with the highest scoring proposer(s). If, for some reason, the EAA and the highest scoring proposer(s) fail to agree to a contract, then the EAA may commence contract negotiations with other proposers. The EAA may decide, at any time, to start the RFP process again.

- A. **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 EAA.
- B. **Performance Bond:** If required by the EAA, a Performance Bond in the full amount of the first year's total cost of the Contract, by a qualified surety naming the EAA 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 EAA. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of EAA 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 EAA unless the EAA, in writing to the Contractor, opts to waive this requirement. The Contractor shall indicate in their Proposal the annual charge which the EAA would be required to pay if the EAA chooses, in its sole discretion, to require a Performance Bond. The decision to require the Performance Bond rests in the sole discretion of the EAA.

- C. **Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required by the Contract.
- D. **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 EAA 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 EAA as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP.
- E. **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 EAA'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.
- F. **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 EAA, 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 EAA's activities (both daily and weekend usage) and make preparations to provide staffing necessary to cover these events. Weekend coverage, if requested by the EAA, will be covered at an hourly rate.
- G. **Fingerprinting and Background Checks:** The Contractor and all of its employees and agents providing Services for the EAA 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.
- H. **Hold Harmless/Indemnification:** The Contractor shall indemnify, defend and hold the EAA harmless pursuant to the terms and conditions of the Contract.
- I. **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 driver's 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 EAA'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 EAA 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 EAA 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 EAA 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 EAA.

VIII. Scope of Services

Generally, 'Custodial Services' encompass and include the following:

- A. Janitorial:** All janitorial services necessary to clean and sanitize all spaces of the EAA's Facilities in accordance with this RFP, the EAA's requirements and industry standards.

Responsibility to clean, maintain, provide set-ups and tear-downs of activities and events, safeguard and service the Facilities and occupants of the Facilities.

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.

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.

Effective communication with the EAA including, but not limited to, the EAA administration and Board of Directors, building administrators, teachers and students.

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 this RFP). These shall include both daily cleaning and summer cleaning programs.

- B. Ground Services:** 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:

Responsibility to maintain, safeguard and service the Facilities and occupants of the Facilities.

Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law.

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.

Effective communication with the EAA including, but not limited to, the EAA Liaison, EAA administration and building administrators.

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 this RFP).

- C. Facility Maintenance Services:** 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 EAA. 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 this RFP), the Facility Maintenance Services include, but are not limited to, the following:

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.

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).

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 EAA's Facilities/Energy Management Systems.
- Provide energy management consultation services to the EAA.

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.

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.

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.

Minor Carpentry and Painting work as requested by the EAA.

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

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.

Effective communication with the EAA including, but not limited to, the EAA administration and Board of Directors, building administrators, teachers and students.

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.

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 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 EAA 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 EAA 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 (collectively the "Services"). It is the intent of these specifications that the Facilities are kept neat, clean, and safe and in a condition that enhances the EAA'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.

- D. 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 EAA a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each EAA Facility). For "core" supplies, the Contractor may be required to only use products approved by the EAA Liaison. The Contractor shall continue the EAA's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the EAA 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.
- E. 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 EAA a monthly report detailing all consumption of such Cleaning Supplies (including type and

quantity of each Cleaning Supply for each EAA Facility). For "core" supplies, the Contractor may be required to only use products approved by the EAA Liaison. The Contractor shall continue the EAA's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the EAA Liaison. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.

- F. **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 EAA. The EAA may 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 EAA, 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 EAA at no additional cost. The Contractor shall advise, and timely notify, the EAA 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 EAA a monthly report detailing all consumption of such Facility Maintenance Supplies (including type and quantity of each Facility Maintenance Supply for each EAA Facility).
- G. **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 EAA 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 EAA's technology system for security purposes.

IX. Pricing

PRICING TO BE PROVIDED ON A INDIVIDUAL SCHOOL BASIS AS WELL AS A SINGLE, ALL SCHOOLS INCLUDED, PRICE

- A. **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 EAA, 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 EAA. 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.
- B. **Pricing:** The EAA is seeking proposal that include all costs. See Attachment F – Pricing for further details.
- C. **Custodial Services Pricing:** The EAA 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 EAA'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.
- D. **Grounds Services Pricing:** The EAA 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.
- E. **Facility Maintenance Services Pricing:** The EAA 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 EAA is also seeking hourly pricing for all major skilled trades' services that would be charged for corrective maintenance services that fall outside the routing preventative maintenance services for the Facilities.
- F. **FTE Pricing:** Proposals should also include the amount the pricing would be increased/decreased if the EAA requested the addition/removal of $\frac{1}{2}$ of an FTE, and 1 FTE, for each type of service.
- G. **Hourly Pricing:** The EAA is also seeking the per hour charge for any services requested by the EAA, but outside of the scope of the Services. This shall include the straight hourly pricing, holiday, weekend and emergency pricing.
- H. **Expansion Pricing:** The EAA is seeking pricing on a "cost per square foot" basis to be used to develop the increase in Contractor's pricing under the Contract if the EAA expands its operations to additional buildings. 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.

- I. **Consumable Supply Price Indexing:** The EAA 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 EAA's enrollment increases or decreases from its anticipated figures.
- J. **Performance Bond:** The EAA is seeking the cost to supply a performance bond for the first year labor costs of the Contract.

X. Appendix A: RFP Rubric

| | |
|-----------------|---------------------|
| Proposer | Total Score: |
| | _____/60 |

| Section | 1-Below | 2-Partially Meets | 3-Meets | 4-Exceeds |
|---|---|--|--|--|
| Description of Service Model and Approach | Offers insufficient information regarding the organization’s model and approach to delivering the services solicited through the RFP | Offers a somewhat clear explanation of the organization’s services that could be strengthened by greater detail and specificity | Offers a comprehensive and well-written explanation of the organization’s services solicited through the RFP | Offers an exceptionally clear, comprehensive, and compelling description of the organization’s services solicited through the RFP |
| Experience and Track Record | Provides insufficient evidence of the organization’s ability to satisfactorily provide the requested materials in a school setting. | Provides some evidence to suggest the organization’s ability to satisfactorily provide the requested materials in a school setting. | Provides sufficient evidence to validate the organization’s ability to satisfactorily provide the requested materials in a school setting. | Provides ample evidence of the organization’s ability to satisfactorily provide the requested materials in a school setting. |
| Staffing Model | Provides insufficient information regarding the organization’s leadership structure and staffing model for the engagement outlined in the RFP | Begins to describe the organization’s leadership structure and staffing model for the engagement outlined in the RFP | Articulates the organization’s leadership structure and proposed plans to staff the engagement with experienced and talented professionals | Fully describes the organization’s leadership structure and proposed plans to staff the engagement with experienced and talented professionals |
| Cost Information | Fails to provide cost information and/or cost information is unclear and lacks alignment with the organization’s proposed services | Provides some cost information; however, the presentation may be disorganized or lack detail and alignment to the services requested through the RFP | Provides adequate cost information, including a breakdown of the proposed services aligned to the RFP | Provides clear and sufficient cost information aligned to the proposed services, showing justifications for all costs |

| Section | Score | Weighting | Total Points |
|---|-------|-----------|------------------|
| Description of Service Model and Approach | | x5 | _____/ 20 |
| Experience and Track Record | | x5 | _____/ 20 |
| Staffing Model | | x3 | _____/ 12 |
| Cost Information | | x2 | _____/ 8 |
| Total Score: | | | _____/ 60 |

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

REQUEST FOR PROPOSALS

FOR

CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT SERVICES

INDEX OF ATTACHMENTS

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

Attachment A — Summary of the EAA's Facilities

Attachment B — Custodial Task/Frequency Chart

Attachment C - Grounds Services Detail

Attachment D - Facility Maintenance Detail

Attachment E — Form of Contract

Attachment F — Proposal Pricing Form

Attachment G — Familial Disclosure Affidavit

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

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ATTACHMENT A – Summary of the EAA’s Facilities

EAA School Profile

| EAA School Name | Address | Grade Config. | Year Built | Square Footage | Facility Condition |
|------------------------|------------------------|----------------------|-------------------|-----------------------|---------------------------|
| Bethune | 8145 Puritan Street | PK-8 | 1925 | 88,110 | Poor |
| Burns | 14350 Terry Street | PK-8 | 1923 | 65,370 | Fair |
| Central | 2425 Tuxedo Street | 9-12 | 1924 | 229,545 | Good |
| Denby | 12800 Kelly Road | 9-12 | 1929 | 214,510 | Fair |
| Ford High School | 20000 evergreen Road | 9-12 | 1956 | 270,218 | Poor |
| Law | 19411 Cliff Avenue | PK-8 | 2001 | 125,995 | Good |
| Mumford | 17525 Wyoming | 9-12 | 2012 | 239,000 | Good |
| Murphy | 23901 Fenkell Street | PK-8 | 1963 | 107,591 | Fair |
| Nolan Elementary/ | 1150 E. Lantz Street | PK-8 | 1926 | 112,432 | Fair |
| Pershing | 18875 Ryan Road | 9-12 | 1929 | 249,694 | Poor |
| Phoenix Academy | 7735 Lane Street | PK-8 | 1916 | 112,628 | Poor |
| Scott, Brenda | 18400 Hoover | PK-8 | 2003 | 147,620 | Good |
| Southeastern | 3030 Fairview Street | 9-12 | 1914 | 264,527 | Good |
| Stewart | 13120 Wildemere Street | K-8 | 1925 | 71,350 | Fair |
| Trix | 13700 Bringard Drive | PK-8 | 1944 | 48,208 | Poor |
| Total | | | | 2,346,798 | |

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ATTACHMENT B – Custodial Task/Frequency Chart

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

| AREA | DAILY | EVERY OTHER DAY | WEEKLY | AS | 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 |
| Portable Classrooms | | | | X | Pending weather conditions |
| Sweep Ramp/Salt and Shovel | | | | | |

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 |

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

RESTROOMS, LOCKER ROOMS, SHOWER ROOMS AND POOL AREA BASED ON EVERY DAY CLEANING

| AREA | DAILY | EVERY OTHER DAY | WEEKLY | ASNEEDED | 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 Minors 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 |

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
 OFFICE, MEDIA CENTER AND LARGE GROUP INSTRUCTION AREAS BASED ON EVERY OTHER DAY CLEANING

| AREA | DAILY | EVERY OTHER DAY | WEEKLY | ASNEEDED | 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 |

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
 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 |

NOTES

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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

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

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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

"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

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

"AS NEEDED" refers to the visual appearance and condition which requires the task to be completed. Instructional staff are responsible for cleaning all equipment in these areas.

"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
 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 |

NOTES

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

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
 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

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

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

REQUEST FOR PROPOSALS
FOR
CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT
SERVICES

ATTACHMENT C – Grounds Services Detail

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 with promotes safety.
3. All EAA 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 1st and November 30th,
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 EAA 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 EAA.
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 EAA'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 EAA of any sprinkler malfunction or maintenance problem.
11. The spreading of additional red clay or slag on hall fields shall be done as requested by the EAA.
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 EAA's athletic schedule.
13. Spreading mulch one time per year in designated areas as requested by the EAA.
14. Weed flower beds as necessary to maintain weed free environment cut 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 EAA.
18. Cleaning all stadiums promptly after all homes games/contests. This is especially important when rental^s 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 EAA 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 EAA.
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 EAA 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. The Contractor is required to check parking lots and driveways and salt as needed maintaining slip free pavement
26. The EAA will provide necessary salt/ice melt for application at EAA Facilities. The Contractor shall spread salt/ice melt only at spread rates approved by the EAA, 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 EAA-provided salt for any purpose other than application at EAA Facilities.
27. All snow removal services must be available between November 1 and April 30.
28. Under no circumstances shall the Contractor dump or store snow from other locations on EAA property.
29. The Contractor shall be responsible for plowing snow from, and applying salt/ice melt to, the EAA'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 MANAGEMENT
SERVICES

ATTACHMENT D – Facility Maintenance Detail

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 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 EAA's Facilities/Energy Management Systems.
 - f. Provide energy management consultation services to the EAA.
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 programing 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 EAA.
- 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 EAA 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 EAA 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 MANAGEMENT
SERVICES

ATTACHMENT E – Form of Contract

CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT SERVICES CONTRACT

This **CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT SERVICES CONTRACT** (the "Contract") is entered into as of this day of , 2014 (the "Effective Date") by and between the **EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**, a Michigan public body corporate, whose address is 300 River Place, Suite 3600, Detroit, Michigan 48207 (the "EAA") 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 EAA issued a Request For Proposals for Custodial, Grounds and Facility Maintenance Services dated July 11, 2014, as amended by the Addendum dated , 2014 (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 EAA's Facilities, including the provision of all necessary supplies, equipment and other services requested by the EAA.

B. In response to the RFP, the Contractor submitted to the EAA a Proposal dated , 2014 (the "Proposal") 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 EAA'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 EAA in writing and incorporated into this Contract.

CONTRACT DURATION AND TERMINATION

- A. Initial Term.** The term of this Contract shall be for a period of three (3) years, commencing September 1, 2014 and ending June 30, 2017 (the "Initial Term").
- B. Renewal Term(s).** The EAA 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 EAA, in its sole and absolute discretion (each a "Renewal Term"). Nothing in this Contract requires the EAA 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 EAA shall have the right to provide written notice to Contractor of such failure. If such failure is not cured to the EAA's satisfaction within ten (10) business days from the time of receipt of such notice, the EAA 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 EAA, if the EAA 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 of tangible property of the EAA, the EAA 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 EAA may immediately terminate this Contract.
- D. Termination for Convenience.** 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 EAA 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 EAA 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 8** 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 in, 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").

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 EAA, that do not meet the quality standards of the EAA 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 EAA and this Contract, including Attachments hereto shall be grounds for termination of part or all of this entire Contract by the EAA. It is expected that Contractor personnel are scheduled to ensure all Facilities are open and operational each day, even if the EAA has a "calamity" day.

D. Services during Scheduled Breaks and Summer Vacation. The performance of Services during the EAA's scheduled breaks and summer vacation must be coordinated with the EAA 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 EAA's Facility usage and energy conservation initiatives.

E. 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.

F. 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 EAA; 24 hours per. day, 7 days per week, 365 days per year. Any Services of this nature must be pre-approved by the EAA 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. 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 EAA. 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.

G. 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 EAA Liaison for an observed holiday listed below, the Contractor may charge the EAA 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 |

Weekend Services. The Contractor will be required to provide coverage on Saturdays and/or Sundays, potentially on very short notice. The EAA 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 EAA 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 EAA for these Weekend Services at the Weekend Rate set forth in Section V.B. of this Contract.

IV. CONTRACTOR PERSONNEL

EAA shall have the right to request the removal and/or replacement of any Contractor personnel for any reason at any time.

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 EAA Liaison on a daily basis regarding the performance of the Services. The Contractor shall provide the EAA 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 EAA's security phone. Once assigned to work under the Contract, the Contractor must provide written notification to the EAA 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 EAA 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 EAA Liaison.
2. Have full EAA 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 seemed 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 EAA 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 EAA.
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 EAA'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 EAA 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 EAA 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 EAA. 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 EAA Facilities. The Contractor shall provide an organization chart showing lines of communication, as well as copies of the Facility assignments to the EAA Liaison so that the EAA'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 EAA Liaison via electronic mail, and the Contractor shall provide copies of the updated organizational chart, work schedules, duties and/or Facility assignments to the EAA 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 EAA 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 EAA 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 11'0 has a swimming pool, who is trained and certified as a Certified Pool Operator ("C PO") 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, rule' and regulations regarding the oversight 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 EAA.

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 EAA, 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 EAA.

B. Additional Services. If the Contractor is requested by the EAA 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 EAA 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 EAA request, in writing, that the Contractor perform Additional Services, the Contractor may the EAA at the following rates:

Custodial Service

Hourly Rate: \$ _____ Emergency Rate: \$ _____

Weekend Rate: \$ _____ Holiday Rate: \$ _____

Grounds Services

Emergency Rate: \$ _____

Holiday Rate: \$ _____

Facility Maintenance Services

Hourly Rate: \$ _____ Emergency Rate: \$ _____

Weekend Rate: \$ _____ Holiday Rate: \$ _____

Invoicing. The Contractor shall invoice the EAA as follows:

- 1. Contract Price Invoicing.** Contractor shall invoice the EAA 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 EAA of Michigan, 300 River Place, Suite 3600, Detroit, Michigan 48207.

- 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 $\frac{1}{4}$ hour fraction thereof) worked. Invoices for Additional Services shall be separate from the Contract Price invoice, but shall be sent to the EAA 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 forty five (45) days of receipt of the invoice. The EAA will issue one (1) payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Contractor Manager by the EAA 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 EAA's satisfaction within ten (10) business days prior to payment due date. The EAA 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. Rates for Expansion of EAA's Facilities. As contemplated under the RFP, the EAA 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 EAA. 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 EAA a monthly report detailing all consumption of Consumable Supplies (including type and quantity of each Consumable Supply for each EAA Facility). For "core" supplies, the Contractor may be required to only use products approved by the EAA Liaison. The Contractor shall continue the EAA's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the EAA 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 EAA a monthly report detailing all consumption of such Cleaning Supplies (including type and quantity of each Cleaning Supply for each EAA Facility). For "core" supplies, the Contractor may be required to only use products approved by the EAA Liaison. The Contractor shall continue the EAA's "green cleaning" initiatives. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing from the EAA 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 EAA. The EAA 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 EAA, 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, pad, chemicals and solutions)(the "Cleaning Supplies"), which will be made available to the Contractor by the EAA at no additional cost. The Contractor shall advise, and timely notify, the EAA 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 EAA a monthly report detailing all consumption of such Facility Maintenance Supplies (including type and quantity of each Facility Maintenance Supply for

each EAA Facility). The Contractor may not order any Facility Maintenance Supplies in one order or lot that exceeds \$_____ without the EAA Liaison's prior written approval.

- D. Equipment.** The Contractor must provide all equipment and small hand tools necessary to perform the Services. The EAA 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 EAA's technology system for security purposes.

VII. COMPLIANCE WITH LAWS AND EAA 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 EAA 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 EAA 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 EAA harmless from any liability arising from Contractor's failure to so comply.
- B. Compliance with EAA 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 EAA. 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 EAA employees and ensure the best possible educational environment for EAA students. Furthermore, all personnel, employees and agents of Contractor who will be on any EAA 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 EAA or required by law, or provide written notification to the EAA 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 EAA 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 EAA 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 EAA within three (3) business days of when it, or any of its agents, employees or representatives who will be on the EAA 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 EAA if that person is subsequently convicted, pleads guilty or pleads no contest to that crime. The Contractor shall indemnify, defend and hold the EAA, 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, counterclaims, 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 EAA, to enable the EAA to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education 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 EAA 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 EAA. 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 EAA and the Certificates of Insurance have been provided to the EAA. All policies must be endorsed to require the insurance carrier to notify the EAA and the Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage. The EAA 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.

Commercial General Liability Insurance: On an “Occurrence Basis” with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor’s Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

Workers’ Compensation including Employer’s Liability Coverage: \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

Motor Vehicle Liability: If Contractor, or its employees, will use motor vehicles to satisfy its responsibilities, then Contractor must have a minimum amount of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverage furnished by Contractor is on a “claims made” basis, the Contractor shall continue the coverage required under the contract for a minimum period of three years after the expiration or termination of the contract.

In addition, Contractor shall include the following as Additional Insured: The Education Achievement Authority including its elected and appointed officials, employees, and volunteers.

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

B.General Indemnification. Contractor shall indemnify, defend and hold harmless the EAA, 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 EAA by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the EAA 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 EAA 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 EAA, 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 EAA 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"), Sec 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 EAA 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 EAA.

IX. FACILITIES ISSUES

- A. **Facility Security.** Exterior doors and gates are to be unlocked and locked at the times specified by the EAA 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 EAA 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 EAA 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 EAA to the Contractor Manager. All keys will be issued to, and must be signed out by, the Contractor's Manager. The EAA 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 EAA; if additional keys or key fobs/cards are needed, the Contractor Manager must submit a request to the EAA 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 EAA reserve 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 EAA's lost key report form, to the EAA Liaison within 24 hours of discovery of the loss. If the EAA 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 EAA 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 EAA-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 EAA Liaison when his/her services in the assigned Facility end. All keys shall be returned to the EAA 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 EAA Liaison to be re-issued to the Contractor.
- C. Quality Control Inspections.** The Contractor Manager, the EAA Liaison and other personnel as deemed appropriate by the EAA 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 EAA's Superintendent, the EAA 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 EAA 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 EAA'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 EAA'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 EAA or forms mutually agreed upon between the EAA and Contractor. Upon completion of each inspection, Contractor will provide a copy of the inspection form to the EAA 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 EAA Liaison's opinion, to correct unsatisfactory performance to conduct activities and events in a clean and safe environment, the EAA 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 EAA 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 EAA energy/utility systems and shall ensure its employees and agents comply with the EAA energy policies or directives.

F. Hazardous Substances — Pesticide Application. The EAA, 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 EAA 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 EAA property without the prior written consent of the EAA 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 EAA Liaison may request Contractor to re-assign the work normally performed in the areas affected by such construction/renovation

Asbestos/Lead. Like many older schools, the EAA's Facilities include some asbestos containing building materials. Some of the most common locations include old floor tile, old FIVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls. Each Facility has, and the EAA Liaison has, a copy of the EAA's asbestos management plan for each school. These are available for public inspection. All of the Contractor's employees assigned to the EAA 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 removes asbestos containing floor tile.
3. Do not disturb asbestos containing ceiling tile.
4. Do not remove chalkboards without the EAA'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 EAA 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 EAA must be provided to and kept current for the EAA'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 EAA.

- 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 EAA Liaison of any vandalism, evidence or 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:
- Prohibit custodial closets, mechanical rooms or maintenance facilities to stand open and unattended.
 - Prohibit Contractor employees or agents from congregating or having food/drink in unauthorized areas.
 - Prohibit Contractor employees or agents from copying, distributing or loaning any key or key fob/card to EAA Facilities.
 - 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 EAA or its employees, students or occupants.
 - Prohibit custodial, products and/or equipment/supplies to remain unattended.
 - Prohibit leaving custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons).
 - Prohibit leaving any vehicle or machine/equipment unattended that is not properly disabled/secured.
 - Prohibit leaving lights on or doors open in unattended sections.
 - Prohibit the playing of radios, or other similar devices, at a volume that is audible in other areas of a Facility.
 - Prohibit the use any EAA or Contractor equipment that is not required to perform duties or Services.
 - Prohibit the transport of any EAA-owned equipment or supplies to another EAA Facility without the prior express written permission of the EAA Liaison.
 - 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 EAA Liaison or are bona fide students of the EAA.
- 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 EAA in writing. Uniforms shall be provided by Contractor or its employees or agents at no cost to the EAA. 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 EAA 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 EAA 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 EAA 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 EAA Liaison, EAA 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 EAA will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all EAA 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 EAA 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 EAA 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 EAA 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 EAA 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 EAA 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. EAA LIAISON AND NOTICES

EAA Liaison. For purposes of this Contract, the EAA Liaison shall be the ; provided, however, the EAA 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 set forth below. The EAA 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 EAA. All required notices to the EAA shall be delivered to the Chancellor, with a copy to General Counsel, Education Achievement EAA of Michigan, 300 River Place, Suite 3600, Detroit, Michigan 48207.
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 EAA Liaison may request that Services be temporarily suspended in the applicable Facility(s). If this occurs, the EAA'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 EAA, the EAA 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 EAA Liaison has the EAA 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 EAA 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.

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.

Fines for OSH/IVHOSHA Violations': If the EAA is assessed any fines for OSHA/MIOSHA violations arising out of these Services and attributable to the Contractor, the Contractor shall reimburse the EAA 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 EAA 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 EAA's Superintendent, the EAA Liaison, or the Facility administrator to the Contractor 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 EAA 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 EAA'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 savings by not providing the Services required and to provide "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 EAA.
- 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 EAA. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the EAA and the Contractor.
- H. **Non-Appropriation of Funds.** The EAA. 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 EAA 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 EAA's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

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 EAA shall excuse the Contractor from performance under this Contract. A change in market condition does not constitute force majeure. The EAA 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 EAA may deem appropriate until Contractor is able to resume its regular operations and the EAA 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 EAA 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 EAA, 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 EAA.

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

**EDUCATION ACHIEVEMENT
EAA OF MICHIGAN**

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

List of EAA 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 EAA 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 EAA so that the Facilities are cleaned and maintained as necessary for the EAA's educational mission, operations and expectations.

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 EAA so that the Facilities are maintained as necessary for the EAA'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 with promotes safety.
3. All EAA 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 1st and November 30th.
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 EAA 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 EAA.
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 EAA'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 EAA 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 EAA.
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 EAA's athletic schedule.
13. Spreading mulch one time per year in designated areas as requested by the EAA.
14. Weed flower beds as necessary to maintain weed free environment and apply a pre-emergent weed killer in flower 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 EAA.
18. Cleaning all stadiums promptly after all home 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 EAA 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 EAA.
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 EAA 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 EAA will provide necessary salt/ice melt for application at EAA Facilities. The Contractor shall spread salt/ice melt only at spread rates approved by the EAA. 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 EAA-provided salt for any purpose other than application at EAA 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 EAA property.
30. The Contractor shall be responsible for plowing snow from, and applying salt/ice melt to, the EAA'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 EAA so that the Facilities are maintained as necessary for the EAA'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:

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.

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).

Maintenance of all Heating, Ventilation, Air Conditioning ("HVAC") Systems, including:

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, and other inspections required by State and Local laws, rules, regulations and ordinances.

Assist in utility outages which includes restarts following outages.

Maintain and monitor EAA's Facilities/Energy Management Systems.

Provide energy management consultation services to the EAA.

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.

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 programing of Facility time clocks.

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.

Minor Carpentry and Painting work as requested by the EAA.

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

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 EAA 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 EAA Liaison in writing of any issues or problems which may result in corrective maintenance. Waste Management Services: The scope and frequency of waste management duties and tasks expected of the Contractor for the Facilities are set forth below. These specifications are not intended to specify the manner in which the tasks must be performed, but rather demonstrate the minimum expectations of the EAA so that the Facilities are maintained as necessary for the EAA educational mission, operations and expectations.

Waste Management Services: The scope and frequency of waste management duties and tasks expected of the Contractor for the Facilities are set forth below. These specifications are not intended to specify the manner in which the tasks must be performed, but rather demonstrate the minimum expectations of the EAA so that the Facilities are maintained as necessary for the EAA educational mission, operations and expectations.

Contractor shall, or shall arrange to have, each waste dumpster emptied on a weekly basis or as otherwise necessary to maintain efficient usage of the waste dumpster. Each waste dumpster shall be placed in a location agreed upon in writing. The Contractor shall ensure that each waster dumpster is secured so that, for example, it cannot be utilized by the general public or for non EAA activities. It is understood that such waste dumpsters may not be utilized for the disposal of construction waste.

Pest Control: The scope and frequency of pest control services, including duties and tasks expected of the Contractor for the Facilities are set forth below. These specifications are not intended to specify the manner in which the tasks must be performed, but rather demonstrate the minimum expectations of the EAA so that the Facilities are maintained as necessary for the EAA educational mission, operations and expectations.

The contractor shall provide all supplies, materials, technical support, and labor to legally and environmentally treat all Facilities and/or property to control pests. MSD sheets will be maintained and provided to the EAA for all pesticides or chemicals used in accordance with applicable laws and this RFP.

Contractor shall be responsible for proper notifications of application of pesticides. Pesticides will be used only when absolutely necessary and in that situation, treatment will be scheduled for after school, where signs will be posted by the Contractor according to Local, State and Federal laws.

Signs will declare the time and place of scheduled treatment and the materials to be used will be listed on the sign. The Contractor will cooperate with the EAA regarding any other notification of application deemed appropriate by the EAA.

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ATTACHMENT F – Proposal Pricing Form

PROPOSAL PRICING FORM
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FOR

CUSTODIAL, GROUNDS AND FACILITY MANAGEMENT SERVICES

PRICING TO BE PROVIDED ON A INDIVIDUAL SCHOOL BASIS AS WELL AS A SINGLE, ALL SCHOOLS INCLUDED, PRICE

Contractor Information:

Contractor Name:

Contact Person:

Address:

Email:

Phone (general):

CUSTODIAL SERVICES PRICING:

This Pricing is to reflect an award by the EAA 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.

- I. 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: _____ hours
 - b. Custodial Labor: _____ hours
5. Number of total FTEs budgeted per year under quoted Pricing:
 - a. Custodial Management: _____ FTEs
 - b. Custodial Labor: _____ FTEs

6. Amount Pricing would be increased/decreased if the EAA requested a permanent addition/removal of portions of the Custodial Services:

- a. 1/2 FTE: _____ (Lead Custodian)
- b. 1/2 FTE: _____ (Day Custodian)
- c. 1/2 FTE: _____ (Night Custodian)

- a. 1 FTE: _____ (Lead Custodian)
- b. 1 FTE: _____ (Day Custodian)
- c. 1 FTE: _____ (Night Custodian)

7. Additional Services Hourly Pricing:

The hourly rates set forth below are for work requested by the EAA 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: \$ _____

GROUND SERVICES PRICING:

This Pricing is to reflect an award by the EAA 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.

- I. All Ground Services Year 1: \$ _____
- 2. All Ground Services Year 2: \$ _____
- 3. All Ground Services Year 3: \$ _____
- 4. Number of total man-hours budgeted per year under quoted Pricing:
 - (i) Grounds Management: _____ hours
 - (ii) Grounds Labor: _____ hours
- 5. Number of total FTEs budgeted per year under quoted Pricing:
 - a. Grounds Management: _____ FTEs

- b. Grounds Labor: _____ FTEs
- 6. Amount Pricing would be increased/decreased if the EAA requested a permanent addition/removal of portions of the Grounds Services:
 - a. 1/2 FTE: _____
 - b. 1 FTE: _____
- 7. Additional Services Hourly Pricing:

The hourly rates set forth below are for work requested by the EAA 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: \$ _____

FACILITY MAINTENANCE SERVICES PRICING:

This Pricing is to reflect an award by the EAA of ALL Facility Maintenance Services contemplated in the RFP, including all personnel, supplies and equipment necessary to perform the Facility Maintenance 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 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:
 - (i) Facility Maintenance Management: _____ hours
 - (ii) Facility Maintenance Labor: _____ hours
- 5. Number of total FTEs budgeted per year under quoted Pricing:
 - a. Facility Maintenance Management: _____ FTEs
 - b. Facility Maintenance Labor: _____ FTEs
- 6. Amount Pricing would be increased/decreased if the EAA requested a permanent addition/removal of portions of the Facility Maintenance Services:
 - a. 1/2 FTE: _____ (Plumber)
 - 1/2 FTE: _____ (Electrician)

1/2 FTE: _____ (HVAC Technician)

1/2 FTE: _____ (Boiler Operator)

b. 1 FTE: _____ (Plumber)

1 FTE: _____ (Electrician)

1 FTE: _____ (HVAC Technician)

1 FTE: _____ (Boiler Operator)

7. Additional Services Hourly Pricing:

The hourly rates set forth below are for work requested by the EAA that is outside the scope of the Facility Maintenance 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)

Pricing for any Outsourced Services

Landscaping

Snow Removal

Pest Control

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.

Consumable Supplies Price Indexing:

If the EAA's enrollment were to increase or decrease significantly from the figures set forth in the RFP, the EAA 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 EAA's enrollment increases or decreases from its anticipated figures.

Expansion Pricing:

The EAA 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 EAA expands its operations to additional buildings beginning in the 2014-15 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.

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: \$_____

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ATTACHMENT F – Example Facilities Management Customer Service Level Agreements

Grounds Maintenance

| Action | Response Parameters | Goal |
|--|--|------|
| External rubbish bins will be emptied in a timely manner | Under normal operating conditions bins will be emptied before they get to overflowing. Bins that reach overflowing status and are reported will be emptied within 30 minutes | 100% |
| Fallen tree branches or other impediments to pedestrian or vehicular traffic will be removed promptly | Fallen branches and other obstacles that occur during the period grounds staff are in attendance will be removed, or other appropriate action taken within 30 minutes of the matter being reported. Out-of-hours (as deemed necessary by Security) | 95% |
| Landscaped areas designated as high profile will be serviced on a daily basis and leaf litter and other debris will not be allowed to accumulate | Grounds staff will maintain areas in accordance with the horticultural standards developed for high profile areas. | 95% |

Janitorial

| Action | Response Parameters | Goal |
|--|--|------|
| Janitorial services | Lecture theatres, general class rooms, computer laboratories, public clinics, conference rooms, foyers and reception areas will be cleaned by 8.00am on each scheduled working day | 98% |
| | Toilet facilities, washrooms and change rooms will be cleaned by 10.00am on each scheduled working day | 98% |
| | Internal passageways, lifts, fire escapes and internal stairwells will be cleaned each working day | 98% |
| Spillages and similar incidents will be attended to promptly | Spillages occurring prior to 5.00pm will be attended to within 1 hour of notification. Spillages occurring after 5.00pm will be attended to within 2 hours of notification. | 95% |

Maintenance Completion Standards

The following are the completion standards which Facilities Management clients could expect calls to our Help Desk for maintenance would meet. Completion times are measured from when a tradesperson responds to the maintenance fault (see above service levels for response) until the required repairs are completed. Completion time is the date and time the work was completed or re-prioritized.

| Action | Response Parameters | Goal |
|--|---|------|
| Completion of Corrective Maintenance Work Orders Priorities 1 and 2 | Priorities 1 and 2 – Upon responding to initial call, completion within 5 working days given availability of parts, otherwise within 5 working days of availability of parts. | 85% |
| Completion of Corrective Maintenance Work Orders Priorities 3 and 4 | Priorities 3 and 4 – Upon responding to initial call, completion within ten working days given availability of parts, otherwise within ten working days of availability of parts. | 85% |
| Completion of Corrective Maintenance Work Orders Priority 5 | Priority 5 – Completion in accordance with the program set for this work after appraisal and planning. | 85% |

Maintenance Response Standards

The following are the response standards which Facilities Management clients could expect from calls for maintenance to our Help Desk. This service is provided 24 hours a day, 365 days a year. Response times are measured from when a client reports the maintenance fault to the Facilities Management Helpdesk until when a trades person attends site to make initial repairs, isolate services and minimize hazard to personnel and property as required.

| Action | Response Parameters | Goal |
|---|--|------|
| Priority 1 – classification of areas for attention Burst Water pipes, Energy outages (e.g. reset circuit breaker, loss of power), Essential air-conditioning (e.g. animal houses, main computer room), Essential ventilation. Failure of low temperature freezers/fridges. Gas leaks, passengers trapped in lifts, fires, broken glass, blocked sewerage, toilets, soil lines, Electrical faults (identified as potentially dangerous), Cold Room failures. | Priority 1 – Upon receipt of notification at Help Desk, either via Security or persons concerned directly, within 2 hours of notification. | 95% |
| Priority 2 -- classification of areas for attention Blocked storm water drains, broken doors (external), major roof leaks, broken glass (internal/external), broken locks (external), broken door handle, door jammed, air-conditioning failures (in buildings with inoperable windows). Air-conditioning failures (lecture theatres), Fume cupboard failures, water leaks, reverse osmosis equipment/deionizers, malfunctioning whiteboards/blackboards, running taps (hot water), no water, flickering fluorescent lamps (teaching rooms), emergency and exit lighting. | Priority 2 – Upon receipt of notification at Help Desk, either via Security or persons concerned directly, within the working day of notification. | 95% |
| Priority 3 – classification of areas for attention | Priority 3 -- Upon receipt | 90% |

| | | |
|---|--|------------|
| <p>Flickering fluorescent lamps (open areas), failed hot water systems, minor roof leaks, security lighting (external), faulty toilet cistern, toilets running constantly, toilet seat broken, stair lighting, rusted box gutters, leaking (external downpipes)</p> | <p>of notification at Help Desk, either via Security or persons concerned directly, within 3 working days of notification.</p> | |
| <p>Priority 4 – classification of areas for attention Dripping taps, failed lamps, torn carpets, pipe work insulation, non-essential air conditioning, pest problems, broken door closer, internal painting (essential), external painting (essential), electrical faults (non dangerous)</p> | <p>Priority 4 – Upon receipt of notification at Help Desk, either via Security or persons concerned directly, within 2 weeks of notification</p> | <p>90%</p> |
| <p>Priority 5 – classification of areas for attention Resurfacing bench tops, repairs to caulking, internal painting, external painting, road resurfacing, curb and channeling repairs, painting repairs</p> | <p>Priority 5 – Upon receipt of notification at Help Desk, either via Security or persons concerned directly, work to be programmed</p> | |

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ATTACHMENT H – Familial Disclosure Affidavit

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the familial disclosure requirement provided in the Education Achievement Authority of Michigan's (the "EAA") Request for Proposal – Custodial, Grounds and Facility Management, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Directors of the EAA or the Chancellor of the EAA.

List any Familial Relationships:

CONTRACTOR:

By: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2014, by _____
_____.

_____, Notary Public

_____ County, _____
My Commission Expires: _____
Acting in the County of: _____