

**DETROIT FINANCIAL REVIEW COMMISSION**

**SCHOOL DISTRICT SPECIAL MEETING**

**Wednesday, July 11, 2018 at 8:30 a.m.**

**Via Teleconference: 877-336-1831**

**Passcode: 8507487**

**Cadillac Place, Suite L-350**

**3062 West Grand Boulevard**

**Detroit, MI 48202**

**AGENDA**

- I. Call to Order**
- II. Roll Call**
- III. Old Business - None**
- IV. New Business**
  - a. Consideration of the Community District's July 11, 2018 contract approval requests per MCL 141.1636(6) (FRC School District Resolution 2018-19)
- V. Public Comment**
- VI. Next Meeting Date**
- VII.** School District Regular Meeting: Monday, July 30, 2018 following the City Meeting, beginning no earlier than 1:05 p.m. at Cadillac Place, 3062 West Grand Boulevard, Suite L-150, Detroit MI 48202.
- VIII. Adjournment**



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

NICK A. KHOURI  
STATE TREASURER

**DETROIT FINANCIAL REVIEW COMMISSION**

**SCHOOL DISTRICT RESOLUTION 2018-19**

**APPROVING THE COMMUNITY DISTRICT'S JULY 11, 2018 SPECIAL  
MEETING CONTRACT REQUESTS**

WHEREAS, Public Act 181 of 2014, the Michigan Financial Review Commission Act (the "Act"), allows for the creation of the Detroit Financial Review Commission (the "Commission") within the Michigan Department of Treasury; and

WHEREAS, Section 6(1) of the Act empowers the Commission to provide oversight for the Detroit Public Schools Community District (the "Community District") beginning on June 2016; and

WHEREAS, Section 6(6) of the Act provides that during the period of oversight, the Commission review and approve the Community District's applicable contracts, as defined by Section 3(a) of the Act, and that an applicable contract does not take effect unless approved by the Commission; and

WHEREAS, at the Commission's special meeting on July 11, 2018 the Community District presented applicable contracts, attached as **Exhibit A** to this Resolution, for the Commission's review and approval.

NOW THEREFORE, be it resolved by the Detroit Financial Review Commission as follows:

1. That the Community District's July 11, 2018 contract requests, attached as **Exhibit A** to this Resolution but excluding any contracts a majority of Commission members present has agreed to exclude as noted in the minutes, are hereby approved.
2. That the minutes of the Detroit Financial Review Commission meeting at which this Resolution is adopted take notice of the adoption of this Resolution.
3. This Resolution shall have immediate effect.



# FRC Committee

July 11, 2018

# Agenda



Contracts

# Contracts



# Contract Requests

The following contracts are being provided to the Financial Review Commission (“FRC”) for review and approval. Contracts over \$750,000 or a two (2) year period must also be provided to the FRC for review and approval pursuant to section 6(6) of the Michigan Financial Review Commission Act. Please review the individual Action Items provided for more detailed information.

|               | Department   | Contract Number | Description   | Contract Request Type | Competitively Bid? If not a new contract, was the original contract competitively bid? | Lowest Bid? If not a New Contract, was the original contract the lowest bid? | DPSCD Approval Date   | Comments   |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
|---------------|--------------|-----------------|---|-----------------------|--|--|---|--|---------------|--------------|-----|------|-----|----|------|------|-------------|------|-----|------|----------|------|
| 1             | Facilities   | 19-0035         | <p>Contract Amount: \$73,205,577.00 NTE</p> <p>Contract Period: July 11, 2018 – June 30, 2020</p> <p>Source: General Funds</p> <p>Purpose: Facilities management</p> <p>Contractor: GDI</p> <p>Location: 24300 Southfield Rd., Suite 220 Southfield, MI 48075</p> | New                   | Yes  | No   | <p>Anticipated Approval</p> <p>Board<br/>07.10.2018</p> <p>FRC<br/>07.11.2018</p> | <p>RFP 18-0077 was issued on DemandStar and received six (6) response(s): DM Burr, Diversified Cleaning Services (incumbent), LGC Facility Management (incumbent), US Metro Group (incumbent), RNA and GDI Integrated Facility.</p> <table border="1"> <thead> <tr> <th><u>Vendor</u></th> <th><u>Score</u></th> </tr> </thead> <tbody> <tr> <td>GDI</td> <td>76.5</td> </tr> <tr> <td>RNA</td> <td>76</td> </tr> <tr> <td>Burr</td> <td>71.5</td> </tr> <tr> <td>Diversified</td> <td>67.5</td> </tr> <tr> <td>LGC</td> <td>67.5</td> </tr> <tr> <td>US Metro</td> <td>62.5</td> </tr> </tbody> </table> <p>While not the lowest bid, GDI and RNA were selected based on their overall evaluation scores, financial stability and management experience. RNA was the second lowest cost submission. The lowest cost submission was from LGC. Due to the District’s history with LGCs performance, LGC was not one of the vendors selected.</p> <p>To ensure proper operation of District schools, contracts were issued to GDI (\$740,000) and RNA (\$240,000) for a term of July 1 – July 11, 2018. Upon approval from the FRC, the existing contracts will be amended to reflect the longer term and associated cost.</p> | <u>Vendor</u> | <u>Score</u> | GDI | 76.5 | RNA | 76 | Burr | 71.5 | Diversified | 67.5 | LGC | 67.5 | US Metro | 62.5 |
| <u>Vendor</u> | <u>Score</u> |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| GDI           | 76.5         |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| RNA           | 76           |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| Burr          | 71.5         |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| Diversified   | 67.5         |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| LGC           | 67.5         |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| US Metro      | 62.5         |                 |   |                       |  |  |   |  |               |              |     |      |     |    |      |      |             |      |     |      |          |      |
| 2             | Facilities   | 19-0048         | <p>Contract Amount: \$18,904,304.00 NTE</p> <p>Contract Period: July 11, 2018 – June 30, 2020</p> <p>Source: General Funds</p> <p>Purpose: Facilities management</p> <p>Contractor: RNA</p> <p>Location: 717 W. Ellsworth Rd., Ann Arbor, MI 48108</p>            | New                   | Yes  | No   | <p>Anticipated Approval</p> <p>Board<br/>07.10.2018</p> <p>FRC<br/>07.11.2018</p> | Please see comments above.   |               |              |     |      |     |    |      |      |             |      |     |      |          |      |



# Appendix

Facility Board Item  
GDI Integrated Contract  
RNA Contract





### **Agenda Item Details**

|                    |  |
|--------------------|--|
| Meeting            | Jul 10, 2018 - Regular Board Meeting   |
| Category           | 15. Administrative Action Items  |
| Subject            | 15.23 Approval of Contracts with GDI and RNA for Complete Facilities Management  |
| Access             | Public   |
| Type               | Action   |
| Recommended Action | Motion to approve contracts with GDI and RNA for complete facilities management. |

### **Public Content**

#### **Recommendation:**

That the School Board approve contracts for complete facilities management with:

(i) GDI Integrated Services for management of 87 buildings for (a) the interim contract period of July 1, 2018 through July 11, 2018 in an amount not-to-exceed (NTE) \$740,000 in parts and labor costs and (b) the full contract term of July 12, through June 30, 2020 in an amount not-to-exceed (NTE) \$64,255,627 in labor costs, \$7,000,000 in parts and materials and \$1,200,000 in projected costs for community use for a contract total of \$72,465,577; and

(ii) RNA Facilities Management for management of 20 buildings for (a) the interim contract period of July 1, 2018 through July 11, 2018 in an amount not-to-exceed (NTE) \$240,000 in parts and labor costs and (b) the full contract term of July 12, through June 30, 2020 in an amount not-to-exceed (NTE) \$15,854,354 in labor costs, \$2,000,000 in parts and materials and \$300,000 in projected costs for community use for a contract total of \$18,664,304.

#### **Description and Background:**

This action item was recommended for approval at the June 22, 2018 Finance Committee Meeting.

#### **GDI Integrated Services**

GDI is a publicly traded company with annual revenue of over \$1.1 billion. Nearly 108 years ago, the company started in the janitorial business and has since expanded its service offerings to include maintenance, mechanical and electrical services in a range of business sectors including schools, airports, office businesses and healthcare establishments. In September 2017, after disputes occurred between the owners of The Facility Group (TFG) causing financial and operational instability, GDI was asked to serve as a surety for the financial obligations of TFG with respect to maintenance services, while negotiations regarding a sale or subcontracting of the TFG-District relationship by TFG to GDI were ongoing. In February 2018, GDI purchased the maintenance division of TFG, which included transfer of all employees. Currently, GDI serves 37 District locations for maintenance services.

Complete facilities management includes: custodial services, including the provisions of all cleaning supplies and equipment; provision of engineer services, which includes boiler operators; and maintenance, electrical and

building trades and all needed parts and supplies (i.e., paint, light bulbs, and air filters). Under this contract, GDI Integrated Facility Services will provide support building engineers, custodians, maintenance and supervision personnel to 80% of the District's school and administrative buildings. In 10 of these schools, GDI will only perform engineering and maintenance services while custodial services will be self-performed.

### RNA Facilities Management

Since its inception as a Woman Business Enterprise (WBE) in 1991 RNA has specialized in janitorial, facilities management and engineering, maintenance, painting, snow removal and landscaping services. Its corporate offices are based in Ann Arbor, Michigan. During its 27 years in business, RNA has serviced numerous clientele in healthcare, education and municipal support buildings. It currently provides janitorial services within the City of Detroit at the Northwest Activity Center, Offices of Workforce Development and the Academy of Arts and Sciences.

For the District, RNA will be expected to provide complete facilities management includes: custodial services, including the provisions of all cleaning supplies and equipment; provision of engineer services, which includes boiler operators; and maintenance, electrical and building trades and all needed parts and supplies (i.e., paint, light bulbs, and air filters) in 20 schools.

### **Gap Analysis:**

The District presently has three independent contractors to manage more than 100 schools and administrative buildings. These contracts had base contract terms of three years with two optional one-year renewals and relied heavily on subcontractors, which often led to a lack of accountability and ownership of performance. For the 2017-2018 fiscal year, the District exercised the first renewal. The combined four-year total NTE for these agreements was \$126,916,165. Management and oversight of multiple vendors servicing various zones was challenging during the term of these agreements. The scope of services was extremely broad and included the requirement that each vendor, in its discretion, purchase parts and supplies to complete maintenance services and charge the District back for these services as a pass-through (with no mark-up). Due to the terms of the contract, no advance notice to the District was required and controlling costs became a consistent concern. Further, the approximately \$126.9 million NTE did not include these pass-through costs leading to budget confusion and a lack of transparency in actual costs.

In 2015 during a transition in leadership, the District's Department of Physical Plant Management lost about 10 employees who were critical to the oversight of these contracts and the Emergency Manager at that time determined not to fill these vacancies due to financial constraints. Because of such limited staff, the department struggled to manage and provide oversight of these contracts with consistency and fidelity. Consequently, these contracts have been plagued by inconsistent staffing, lack of management and revolving subcontractors. Further, these contractors have been inconsistent in execution and monitoring of performance metrics and expectations.

To remedy the latter, the District has committed to rebuilding its internal facilities management team by hiring personnel to inspect the implementation of these contracts and review the vendors billing for accuracy. The District will also require annual background clearance of contract personnel. The District will establish separate cost centers for major repairs and replacements of equipment rather than rely on the contractor for this work. By reducing the number of vendors from three to two, the District expects to lessen the administrative burden associated with managing these agreements.

Principals were involved in the RFP review process and will be empowered with the implementation of the contract. A training will occur over the summer to define expectations for cleanliness. A report will be generated by the principal weekly to review the quality of cleanliness and will be included as a performance indicator for the contractor. Vacancies will also be monitored as will the quality of work after maintenance repairs and the time

between the request for the repair and date of execution. A bathroom hotline will also be established for faculty and students to report unclean bathrooms and those that fail to stock toilet paper and soap. The District will also implement the use of full-time employed custodians at 10 select schools in the fall, separate of these agreements.

Currently, the agreements with the Complete Facilities Management service providers are scheduled to expire on June 30, 2018. On that date, the District will no longer have access to (i) custodians, who currently open and lock-up buildings each day for operations and clean all building areas, (ii) building engineers, who are required by law to be in the buildings to turn on the air conditioning (thereby affecting the District's ability to operate its summer school locations and recreation centers); (iii) cleaning supplies and materials for building sanitation and hygiene, including soap for lavatories; (iv) skilled trades, including emergency plumbing services and planned services for the opening of schools in the fall (such as the work being completed at Palmer Park Preparatory Academy); or (v) all major and minor repairs including: repair of broken windows and other glass, set-up and breakdown of special events (including meetings of the Board of Education), and keys in the case of lockouts. Overall, this will affect the District's ability to conduct thorough summer cleaning and repair of facilities while students are out of the building with a motivated vendor. Normally, this intensive summer work allow schools to start the school year fully cleaned at the standard expected by the administration and Board of Education.

In order to avoid this severe disruption in services, the District is proposing the interim contract with each of the proposed vendors until Financial Review Commission (FRC) and Board of Education approval can be obtained. The District will also issue a letter of intent to each vendor outlining its intent to be bound for the full contract term (through June 30, 2020) subject to Board and FRC approvals.

#### **Previous Outcomes:**

Previously, the District self-performed these services expending nearly \$43,000,000 annually in labor costs alone. During the 2004-2005 school year the District outsourced facilities management to Aramark Services. Under this contract, Aramark managed District personnel. In 2011, further down-sizing occurred and Sodexo was awarded a new contract in which it provided labor and management services. Service levels did not meet expectations and in 2014, the current three facilities services providers were awarded contracts with a base term of three years with two one-year options for renewal. Again, service levels have failed to meet expectations in all areas.

#### **Expected Outcomes:**

GDI and RNA will be awarded two-year base contracts for facilities management services district-wide. The contracts will bring improvement in timekeeping, recordkeeping related to work orders, project management and cleaning to ensure consistent and efficient performance with transparency and clear accountability measures. Further, with the hiring of more District personnel in Operations to manage the contracts, the contractor will be subject to increased inspections and greater scrutiny relating to billing and performance metrics. In addition, in the fall the District will directly provide cleaning services to 10 schools in a pilot to consider whether returning to the historical District-staffed facilities management program is feasible.

#### **Alignment to Strategic Plan:**

Responsible Stewardship

#### **Financial Impact:**

Bid Process: RFP 18-007 was issued on DemandStar and received six (6) response(s). There were six bidders for this contract service; DM Burr, Diversified Cleaning Services (incumbent), LGC Facility Management (incumbent), US Metro Group (incumbent), RNA and GDI Integrated Facility. The recommendation to award GDI

and RNA these contracts is based on financial stability, facility management experience and competency in performing the majority of each of the services provided internally.

[18-0077 GDI Facilities Contract \[T&Cs\].pdf \(484 KB\)](#)

[18-0077 RNA Facilities Contract \[T&Cs\].pdf \(484 KB\)](#)

## **Administrative Content**

# DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

## OFFICE OF THE SUPERINTENDENT

3011 West Grand Boulevard, 14<sup>th</sup> Floor

Detroit, Michigan 48202

(313) 873-7922 (Telephone)

(313) 873-3482 (Facsimile)

June 20, 2018

*Via E-mail*

John Tamas

GDI Integrated Facility Services.

24300 Southfield Road

Southfield, Michigan 48075

John.Tamas@gdi.com

Re: Letter of Intent for Facilities Management Contract

Dear Mr. Tamas:

Based upon discussions and information exchanged between GDI Integrated Facility Services (“GDI”) and the school district’s operations and procurement departments, we are entering into this Letter of Intent for an agreement under which GDI will provide the facilities management services outlined on **Exhibit A** (the “Contract”) at the Detroit Public Schools Community District (“District”) facilities listed on **Exhibit B** in accordance with the price schedule listed on **Exhibit C** (“GDI Services”).

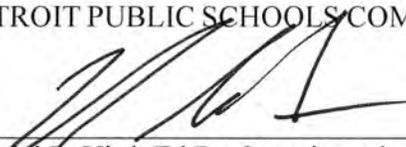
This Letter of Intent contemplates that: (i) the parties will negotiate all terms necessary for an agreement regarding GDI Services at District facilities for the 2018-2019 and 2019-2020 school years; and (ii) board and financial review commission consideration of such agreement will occur on July 10, 2018 and July 30, 2018, respectively.

Because the District’s fiscal year begins July 1, 2018 and the earliest an agreement between GDI and the District could be ratified is July 30, 2018, the District requires GDI Services prior to execution of an agreement. In this regard, this Letter of Intent memorializes GDI’s commitment to provide, and the District’s commitment to pay for, GDI Services rendered from July 1, 2018 until board action on the agreement.

[SIGNATURES ON NEXT PAGE]

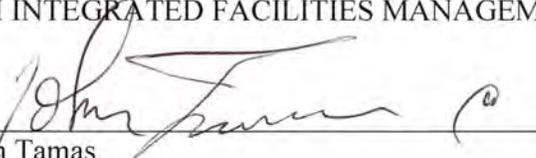
Sincerely,

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

  
\_\_\_\_\_  
Nikolai P. Vitti, Ed.D., Superintendent

Accepted and agreed to:

GDI INTEGRATED FACILITIES MANAGEMENT

  
\_\_\_\_\_  
John Tamas

Enc.

jcmf/db

cc: Sabrina Gujral ([sabrina.gujral@detroitk12.org](mailto:sabrina.gujral@detroitk12.org))

# DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

## OFFICE OF THE SUPERINTENDENT

3011 West Grand Boulevard, 14<sup>th</sup> Floor

Detroit, Michigan 48202

(313) 873-7922 (Telephone)

(313) 873-3482 (Facsimile)

June 20, 2018

*Via E-mail*

Alex Farha

RNA Facilities Management

717 W. Ellsworth Rd.

Ann Arbor, Michigan 48108

[afarha@rnafm.com](mailto:afarha@rnafm.com)

Re: Letter of Intent for Facilities Management Contract

Dear Mr. Farha:

Based upon discussions and information exchanged between RNA Facilities Management (“RNA”) and the school district’s operations and procurement departments, we are entering into this Letter of Intent for an agreement under which RNA will provide the facilities management services outlined on **Exhibit A** (“Contract”) at the Detroit Public Schools Community District (“District”) facilities listed on **Exhibit B** in accordance with the price schedule listed on **Exhibit C** (“RNA Services”).

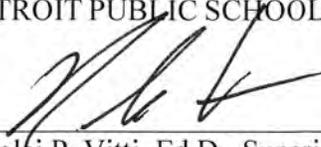
This Letter of Intent contemplates that: (i) the parties will negotiate all terms necessary for an agreement regarding RNA Services at District facilities for the 2018-2019 and 2019-2020 school years; and (ii) board and financial review commission consideration of such agreement will occur on July 10, 2018 and July 30, 2018, respectively.

Because the District’s fiscal year begins July 1, 2018 and the earliest an agreement between RNA and the District could be ratified is July 30, 2018, the District requires RNA Services prior to execution of an agreement. In this regard, this Letter of Intent memorializes RNA’s commitment to provide, and the District’s commitment to pay for, RNA Services rendered from July 1, 2018 until board action on the agreement.

[SIGNATURES ON NEXT PAGE]

Sincerely,

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

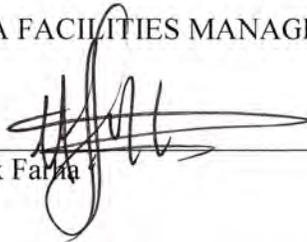


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Nikolai P. Vitti, Ed.D., Superintendent

Accepted and agreed to:

RNA FACILITIES MANAGEMENT



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Alex Farina

Enc.

jcmf/db

cc: Sabrina Gujral ([sabrina.gujral@detroitk12.org](mailto:sabrina.gujral@detroitk12.org))

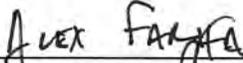
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|--|---|--|
| <b>DETROIT<br/>PUBLIC<br/>SCHOOLS<br/>COMMUNITY<br/>DISTRICT</b><br><br><b>Office of Procurement and Logistics</b><br>Fisher Building 11 <sup>th</sup> Floor<br>3011 West Grand Blvd.<br>Detroit, MI 48202 | <b>Section A</b><br>Contract Cover Page<br>& Signatures | <b>1. Contract No.:</b><br>19-0048                       |
|  |   | <b>2. ITB/RFP No.:</b> 18-0077                           |
|  |   | <b>3. Contract Title:</b><br>Facilities Management       |
|  |   | <b>4. Contract Amount:</b><br>\$ 240,000                 |
|  |   | <b>5. Contract Term:</b><br>July 1, 2018 – July 11, 2018 |

**6. Supplier Name:** RNA Facilities Management  
**Address:** 717 W. Ellsworth Rd.  
**City/State/Zip:** Ann Arbor, MI 48108  
**Contact:** Alex Farha **Telephone:** 734-330-3841 **Email:** afarha@rnafm.com

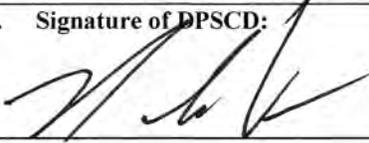
**7. Contract Table of Contents:**

|                   |   |
|-------------------|---|
| <b>Section A:</b> | <b>Contract Cover Page &amp; Signatures</b>     |
| <b>Section B:</b> | <b>Schedule</b>                                 |
| <b>Section C:</b> | <b>Scope of Work/Service</b>                    |
| <b>Section D:</b> | <b>Packaging and Marking (Reserved)</b>         |
| <b>Section E:</b> | <b>Inspection and Acceptance</b>                |
| <b>Section F:</b> | <b>Deliveries or Performance</b>                |
| <b>Section G:</b> | <b>Contract Administrative Data</b>             |
| <b>Section H:</b> | <b>Special Contract Requirements (Reserved)</b> |
| <b>Section I:</b> | <b>General Contract Clauses</b>                 |
| <b>Section J:</b> | <b>List of Attachments</b>                      |

**8. Signature of Authorized Supplier Representative:**

  
 Signature \_\_\_\_\_ Date Signed June 27, 2018  
 Print Name:   
 Title: Vice-President

**9. Signature of DPSCD:**

  
 Signature \_\_\_\_\_ Date Signed 6/26/2018  
 Print Name: Nikolai P. Vitti, Ed.D.  
 Title: Superintendent

## **SECTION B SCHEDULE**

The Supplier shall provide all personnel, equipment, tools, equipment, vehicles, supervision and other items and services necessary to perform all services, tasks and functions defined in this contract. The Supplier shall provide guidance and coordination with the District to ensure effective and economical operation of all facility activities. Work can include: dispatching, property maintenance, operations, management services, custodial services, engineering service, planning, programming and minor design and execution services and emergency services.

The District may periodically request the Supplier to perform work that is not specified in this contract. Any such work will be classified as “in-scope” and a billable expense according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be pre-approved in writing by the District’s designee.

If the District closes a building during the term of this contract, the contract will be reduced by the assigned personnel and maintenance costs to such closed building(s).

The District reserves the right to negotiate reductions in frequency and/or scope to reduce costs if it deems it is necessary. Such reductions shall be agreed upon by both parties.

### **Capital Equipment**

A not to exceed amount has been added to this contract, to be amortized over the period of the contract. Notwithstanding anything contrary contained herein, in the event this agreement is terminated prior to the expiration of the second contract year, Supplier shall have the right in its sole discretion to require the District to purchase such capital equipment for an amount equal to the unamortized amount of the actual cost of such capital equipment.

The Supplier shall provide support documentation substantiating the cost of labor and materials with its submission of its monthly invoices. The Supplier shall list supplier fees as an itemized invoice making such fees separately identifiable in the billings).

The **ACTUAL** cost for parts required for maintenance and repairs shall be invoiced (net of rebate and sales tax) separately to the District, and the District shall pay such verified amounts in additional to the contract amount. No mark-ups on labor, equipment, parts or supplies will be allowed.

### **Performance-Based Compensation**

The Supplier’s performance will be reviewed collaboratively with the District on a quarterly basis during each contract year. The District will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

The Performance-Based Compensation Plan will be used to assess the Supplier’s performance when determining the amount of the Performance-Based Compensation earned. The base contract segregates the Supplier’s profit margin from other cost. The profit margin is put into the Performance-Based Compensation pool and can be earned in whole or in part. The Performance-Based Compensation is earned profit and should not in any way be considered a bonus or gift. The

Performance-Based Compensation plan addresses those performance evaluation areas that are under the control of the Supplier's management and area viable for evaluation. If, after final quarterly review of each contract year, Supplier receives a cumulative scorecard of 90 percent or better, the Supplier shall be paid the full ¼ of its profit for that quarter. If the Supplier receives a cumulative scorecard rating of less than 90 percent, the Supplier shall be paid less 10 percent of one-third 1/3 profit to be paid that quarter. If the Supplier does not receive a scorecard of 80-85 percent, the District shall retain the Profit amount owed for the quarter.

The parties shall meet quarterly with DPSCD Department of Facilities and Procurement and Logistics and the Supplier shall provide documentation of **ACTUAL** hours performed by labor category and associated costs. The parties shall adjust in staffing levels to ensure that performance requirements are met, and labor costs are reduced as much as possible. Any reduction in labor hours will be reconciled during each quarter and a credit will be issued to the District.

Quarterly Business Reviews (Supplier Performance) meetings are set forth as follows:

- July through October meeting to be held no later than the second week in November
  - November through February meeting to be held no later than the second week in March
  - March through June meeting to be held no later than the second week in July
- i. Feedback to the Supplier for deficiencies will be done as they are identified. Deficiencies will be identified verbally or in writing. The Supplier will have the opportunity to correct the deficiencies in a timely and responsive manner. The deficiencies will be forwarded to the contact identified by the Supplier.
  - ii. Before an evaluation period is started, the District may unilaterally modify the applicable criteria or place emphasis on an evaluation area. The Supplier will be notified of these changes in writing prior to the start of the applicable period and the Key Performance Indicators (KPIs) will be modified accordingly. Unless the District gives the Supplier specific written notice of any changes to evaluations areas five (5) days prior to the start of a new evaluation period, the same evaluation criteria and weights listed for preceding period will be used in subsequent periods.
  - iii. Unearned Performance-Based Compensation for prior evaluation period will not be carried over to subsequent evaluation periods and will not be able to be earned later during the contract period.

### **PRICING**

Pricing is all-inclusive of labor, materials, supplies, travel or any other necessary items. The pricing does not include overtime. Overtime will not be paid under this contract. The pricing for this contract is set forth in the Not-To Exceed Pricing Schedule, attached as Attachment A.

### **End of Section B**

## **SECTION C SCOPE OF SERVICE**

Supplier agrees to provide the goods and services described below in accordance with the standards and the schedules set herein. Supplier shall insure that the facilities are maintained in

accordance with the standards set forth in the Performance Metrics, attached as Attachment B. Omissions by the District in such providing specifications shall not abdicate the Supplier's obligation per this contract to maintain buildings in accordance with industry standards.

The Supplier shall be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The Supplier will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition as further outlined in this contract. The services of the Supplier are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent and careful manner so as to manage and supervise the operation, cleaning, and maintenance and servicing of school buildings and ancillary buildings in a manner that is comparable to or better than that generally found in surrounding school districts in Michigan and of districts of comparable size throughout the United States. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable codes and regulations. The Supplier will be obligated to operate, repair, replace and maintain in good repair and condition, throughout the term of this contract, including but not limited to the following:

## **I. CUSTODIAL SERVICES**

The Supplier must provide for complete custodial services of the District's facilities (educational and administrative buildings) in accordance with applicable health and sanitation standards and to support the District's goals about sanitation, public relations, and maintenance of the physical facility. Supplier must provide all necessary labor, tools, materials, supervision, cleaning agents, disinfectants, sanitizers, germicides, floor finishes/sealers and cleaning equipment for performing to the custodial specifications outlined.

The District owns and operates school buildings that specialize in culinary arts and construction trades training of students and adults. These buildings require cleaning in accordance with industry standards for such specialized use(s) of space.

Supplier shall provide to the District for its approval quality assessment procedures and a custodial reporting system that includes:

### **a. Coordinated Training on Cleanliness**

- i. The Supplier and District agree to cooperatively and jointly craft an agreed upon definition/determination of what cleanliness is and/or looks like.
- ii. The Supplier agrees to train building principals and/or leaders on how to conduct a walk-thru to assess cleanliness ("Walk-Thru").
- iii. The Supplier and District will jointly create an evaluation tool for use by the Supplier, District and/or principals when conducting Walk-Thrus ("Walk-Thru Evaluation Tool").
- iv. Principals will conduct weekly Walk-Thrus and completion of the Walk-Thru Evaluation Tool.

**b. Weekly or Monthly Reporting**

- i. Weekly electronic cleanliness quality assessment report by school and area
- ii. Minimal monthly cleanliness quality assessment report done in conjunction with District representative or District school administrator for each District location for which an electronic or handwritten sign-off is obtained
- iii. Monthly vandalism report tracking number of incidents by school/building
- iv. Bi-weekly paper product consumption report (paper towel & toilet paper) by school/building

**c. Quality Assurance Program**

- i. Continuous quality monitoring for early detection and resolution of issues
- ii. A twenty-four (24) to forty-eight (48) hour customer complaint turnaround quality assurance guarantee (where applicable)

**d. Clean Bathroom Initiative/Hotline**

- i. The Supplier agrees to support the District's clean bathroom hotline initiative by responding to, and remediating, within a one (1) hour reports/complaints of spills, no soap, uncleanliness, untidy conditions, missing dispensers, no or low paper products, *etc.* in bathrooms.
- ii. The Supplier shall remedy egregious conditions on an immediate, emergency basis. Such conditions include but are not limited to vomit, blood, *etc.*

**e. Custodial Ratification Plan for failing schools that includes the following:**

- i. Define and Describe the Problem: Specify the problem by identifying in quantifiable terms: (*i.e.*, who, what, where, when, why, how, and how many) for the problem.
  - ii. Develop and Implement Immediate Containment Plan to address the issue: Define and implement containment actions to isolate the problem from the customer.
  - iii. Determine the Root Causes: Identify all applicable causes that could explain why the problem has occurred.
  - iv. Implement and Validate Corrective Actions: Define and implement the best corrective actions, after obtaining approvals from both the customers and the District.
  - v. Take Preventive Measures: Modify the management systems, operation systems, practices and procedures to prevent recurrence of quality issue and all similar problems, if required/approved by the District.
- f.** Provide a comprehensive floor cleaning program and all required floor cleaning and floor maintenance equipment.
- g.** Supplier must know and ensure that all its purchased cleaning chemicals, supplies, equipment and tools align with all local, state, and federal regulations and guidelines.

**II. ENGINEERING SERVICES**

The Supplier must provide building engineering services in accordance with the local ordinance to operate boilers and mechanical systems and in accordance with specifications herein. These services include all labor, supervision, supplies and tools to operate and maintain boilers in District operated buildings. Building Engineers/Boiler Operators must be licensed by the City of Detroit in accordance with the equipment in each building s/he is to operate.

The Supplier must provide annual proof of licensing of each Operating Engineer assigned to work under this contract. The operating engineer/employee must maintain licensing for the duration of this contract. All Operating Engineers must post his/her license at their assigned work site.

Each assigned Operating Engineer must maintain a log book of his/her daily duties and accomplishments, including arrival and end time, changes in schedule, any visitors to the boiler room, inspections and contractors. These daily notes must include any notes on the operation of equipment and any problems which will be needed to troubleshoot repairs.

Services include but are not limited to operation of boilers during heating season, break-down of boilers in the summer for local inspection, changing of filters, chemical application, changing of filters, changing of traps and operations of cooling systems during summer months.

Service delivery in this area is expected to include small repairs (, i.e., repair of door knobs, locks, desks, small furniture assembly, etc.).

**a. Pool Operator Certification**

The Supplier must provide at least one employee who is trained and licensed as a Certified Pool Operator. This /these person(s) must be onsite and trained in emergency shutdown, pool check and water testing/balancing and recordkeeping for public swimming pool facilities. The Supplier agrees to follow all applicable state, county and federal laws, rules, and regulations regarding public swimming facilities. This/these employee(s) must be a Certified Pool Operator (CPO). Evening or weekend work may be required at the agreed upon rate for Community Use.

**b. Licenses and Permits**

The Supplier shall obtain at its own expense any and all necessary licenses and permits to provide the services specified in this contract (*i.e.*, boiler operator, pool operator, chauffeur's license, etc.).

**III. ROUTINE MAINTENANCE AND REPAIR SERVICES**

The Supplier will provide safe and well-maintained facilities which include:

- a.** Maintenance of all facility doors, windows, roofs and means of fire egress
- b.** Routine review of normal and emergency power supplies
- c.** Recommendations to administration concerning life safety procedures
- d.** Maintenance of facility equipment and structures to ensure a safe environment
- e.** Maintenance of grounds, parking lots and playscapes to ensure a safe environment.

- f. Maintenance of building systems (*i.e.*, boilers, chillers, cooling towers, water back-flows preventers, swimming pools, deaerators, VAV boxes, *etc.*) in full compliance with the code and to ensure a safe environment
- g. Corrective and Preventative maintenance of mechanical systems
- h. Assistance with long-range capital and maintenance planning and budgeting
- i. Small repairs (*i.e.*, repair of door knobs, locks, desks, small furniture assembly, *etc.*).

#### IV. LOCKSMITH SERVICES

The Supplier will be required to provide locksmith services, as outlined below, based on the specific facility transfer, if applicable. The Supplier shall maintain a master key inventory and a key control system. The key control process may include, but not be limited to buildings, offices, classrooms and lockers. There will be differing types of key systems in place depending on the school and/or office building. All references to keys shall include key cards.

The Supplier shall: (i) secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to DPSCD facilities; (ii) provide locksmith services to maintain locks, panic hardware, mechanical ciphers and real property installed vaults; (iii) install lock cores for all newly constructed or renovated facilities; (iv) provide vault combination change training to customers with combination vaults; and (v) re-key locks and systems when deemed and approved necessary to ensure security.

##### a. Supplier Employee Key Control and Building Security

The Supplier shall ensure that keys/key cards issued to the Supplier by the District are not lost or misplaced and are not used by unauthorized persons. The Supplier shall: (i) re-key locks when keys or key cards are lost or misplaced or otherwise compromised through Supplier negligence at no cost to the District; (ii) immediately report lost or duplicate keys to the District; and (iii) prohibit the use of District issued keys by any persons other than the Supplier's employees. Only the Supplier's employees engaged in the performance of assigned work or assigned to personnel authorized entrance(s) by the District shall be granted access to locked areas.

The District shall assign alarm codes for each school. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Supplier to new employees. Notification to the District shall be immediate with the reassignment or termination of any individual who has been assigned keys or alarm code. Each employee will be required to sign for his/her exterior door keys. At no time shall copies be made of any keys issued (interior keys).

All lost building keys assigned to the Supplier, (whether interior or exterior keys), must be reported to the District within 24 hours of discovery of the loss.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Supplier, the cost will be deducted by the District from the monthly payment to the Supplier. This includes the cost of the door core replacement.

The Supplier is prohibited from lending District building keys to anyone. The Supplier and its employees/subcontractors are also prohibited from leaving key rings in janitor closets or from lying on custodial carts or otherwise out of their possession.

**b. Property Protection**

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

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

All keys assigned to a Supplier's employees shall be returned to the District's designee when the Supplier's employee's assignment at a school ends. All keys shall be returned to the District's designee at the termination of this contract.

**c. Property Damage**

The Supplier shall inform the applicable Principal and Operations designee of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Supplier's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Supplier shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment and/or contents caused by the Supplier's employees.

**d. Improper Securing of District Buildings**

The Supplier must properly secure building. If it cannot do so, it must provide notice to the Operations Management Team or DPSCD Police Department of a reason why a building cannot be properly armed. Failure to properly secure or provide notice as described above will result in a non-compliance penalty of \$250 per incident which shall be deducted from the next monthly payment. If any damages, vandalism or theft is sustained to a District property due to Supplier's employees' not properly securing a building without such notice as described above, the Supplier must reimburse the District for such damages.

**VI. PREVENTATIVE MAINTENANCE**

The Supplier shall develop and manage a well-defined Preventative Maintenance Program that considers all maintenance, is based on system condition or performance and achieves the District's goal of maintaining facility quality while reducing life-cycle costs.

The Supplier shall perform Preventative Maintenance tasks that are pre-planned and pre-approved as part of the Supplier's Maintenance Engineering plan. It is the intent of the school district to have the Supplier to perform most of this work within its assigned facilities. The school district reserves the right to inspect and perform these tasks as desired. These tasks once approved by the school

district will be performed by the Supplier. All preventative maintenance tasks are direct reimbursable work for materials and equipment at no mark-up. Preventative Maintenance is outlined in the District's Facility Management Software.

## **VII. CORRECTIVE MAINTENANCE – MAJOR WORK**

Major Work are those tasks excluding Preventative Maintenance which exceed \$3,000 but normally have a total cost less than \$100,000. It is the intent of the District to have the Supplier perform Major Work for any of its assigned facilities. The District reserves the right to have other contractors perform these tasks as desired. The District or the Supplier or its subcontractor will provide an estimate for each Major Work. The estimate is to include all labor, material and other directly related costs not including overhead. The Supplier must provide proof of competitive pricing.

Major Work between \$20,000 and \$100,000 will be performed under a separate authorization and will be considered within the scope of this agreement. The District may negotiate with the Supplier for these services and, if it is in the best interest of the District, the Supplier will perform the services based upon negotiated terms and conditions. These will normally be fixed priced projects and not included in the Management Fee and Performance Compensation of this contract.

## **VIII. PARTS AND SUPPLIES**

The Supplier shall purchase and manage all materials, equipment and subcontractors to be used in the performance of this contract. The Supplier is required to demonstrate that the source of the purchase is in the best interest of the school district based on cost, delivery date and quality of material/services provided. All purchasing records of the Supplier for materials used in the performance of the contract will be available for review by the school district upon request. Furthermore, all materials/equipment to be replaced shall be new or re-manufactured (must be approved by the school district) and shall be manufactured by a reputable manufacturer. All substitutes for original manufacturer's equipment related to the upgrading of equipment shall be Energy Star compliant, if available.

- a.** Supplier purchasing, and invoicing of parts and supplies shall meet the following requirements:
  - Supplier will invoice actual cost of all parts purchased for repair work
  - Supplier shall ensure that repair parts are purchased through a competitive process and at fair market value
  - Supplier will not add or mark-up the cost of parts purchased
  - Supplier will provide supporting documents, including supply contracts and evidence of competitive pricing and any other requested information upon reasonable request and not less than annually to the District for its annual audit to verify compliance with invoicing and competitiveness.
  
- b.** Supplier will be required to maintain an accurate, secure, efficient and auditable real time inventory system that tracks parts and materials from acquisition to installation using the District's inventory module in the District provided Computer Maintenance Management System 9CMMS) currently known as "Schooldude". Supplier shall

provide periodic reports of parts and materials inventory to the District upon reasonable notice.

- c. The Supplier will also provide for the management and control of parts, supplies and equipment used in the performance of duties under this contract.
- d. Material charges to work tasks will be based on the actual cost, or on an approved material cost issuing system. Individual items valued at \$20 or more will be itemized on cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft (*i.e.*, electrical consumable) provided the total per job does not exceed \$500. The school district reserves the right to change the dollar amounts for items considered consumables at any time.

The Supplier shall manage and charge all material costs to a work order using Schooldude. It is the intent of the District that the Supplier shall create work orders for all work performed by its building engineers, trades and subcontractor. All purchased materials must be reflected in inventory required for the performance of the contract. The Supplier shall not charge the school district for any materials until the materials are utilized for a specific task.

## **IX. FACILITIES MANAGEMENT SOFTWARE**

The Supplier Shall use Schooldude for all maintenance, custodial and inventory management under this contract including work order creation, management, generating reports, tracking labor hours and material costs, measuring efficiency, communicating with Principals and District administration and for scheduling equipment inspections. The resulting database will remain the ownership of the District.

The system will provide for the on-line tracking of work activities, including the creation of both preventive maintenance and corrective work orders, the addition and removal of equipment, and scheduling of new equipment for inspection. The Supplier will be responsible for conducting and maintaining an equipment inventory, which includes all electrical/mechanical equipment utilizing Schooldude. This inventory is to be stored and utilized on-site and for the sole purpose of the operation of the preventive maintenance program. The system should also have an event and space management component. The system provided will include quality control capabilities and in-house software support. In addition, it is recommended to have multiple data entry capability in a network environment and have Web access. The following reporting capabilities are just an example of the reporting functions that the District desires.

The District's expects the Supplier's management to ensure all work is properly authorized and prioritized, school leaders and Operations Management are well informed and provide the data needed to support the planning and programming of the District's mission. The Supplier shall ensure that it provides documentation for coordination, cost control, job progress, equipment repair records and closeout control. The Supplier shall also track work order requests in the District's facilities management software until the work is functionally completed and report the following:

- a. Backlog
- b. Costs Associated with Completed Work Orders
- c. Percent of Scheduled Work Orders Completed
- d. Percent of Open Work Orders

- e. Percent of Work Orders Completed by Labor Category
- f. Status of Preventative Maintenance Service Orders
- g. Equipment preventive maintenance;
- h. Equipment cost histories;
- i. Employee activity summaries;
- j. Quality control results

The Supplier shall provide updates for equipment history files of completed work orders for all machines and equipment individually identified as an asset. Updates shall include causes for failures and repairs made. Provide diagnostic records, such as CSD-1 Testing, water treatment analysis and steam trap testing results.

The Supplier shall provide work reception and dispatch function twenty-four (24) hours a day, seven (7) days per week. The Supplier shall ensure all work is recorded in the District's facility management software. This will include all labor hours by the Supplier's employees and subcontractors, material/supply costs and special equipment costs.

The Supplier shall functionally close out all work within five (5) business days. The work will not be considered complete until all required data entry work and other administrative requirements are completed. This includes reporting all changes to fixed assets and recording all costs, materials, equipment, subcontracted work, etc. in the facility management software. Work cost shall be loaded into the facility management software within one (1) business day of the work being performed unless this requirement is specially not required for the task.

Training, operating instructions, operating manuals, warranties will be provided to the District no more than 30-days after purchase for all new equipment and systems installed as part of the work. The Supplier shall comply with all federal, state and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws, codes, manufacturer's recommendations and accepted industry standards. District policy, regulations and specifications will apply as developed.

Standing Work Orders are those tasks that are recurring or report preparation in nature but no Preventative Maintenance. These Work Orders will be issued for specific tasks or series of tasks for a set period. Employee labor rates, parts and supplies and number of hours dedicated to a Work Order is required to enter in the District's Facilities Management Software that will help the District to track costs with operation of each school building.

It is the intent of the District to have the Supplier perform most of the Work Orders for an assigned facility. The District reserves the right to have other District personnel, or contractors to inspect and perform these tasks as desired. All Work Orders are direct reimbursable work for material costs and special equipment at no mark-up.

## **X. BUILDING ASSESSMENTS**

The performance of building assessments is under performance using a third party and direct contractor to the school district. Despite a report of major building system conditions that is being compiled for each active school building, the Supplier shall perform an initial building system assessment for itself of each assigned facility and provide a preliminary report to the Senior Executive Director of Operations no later than ninety (90) days of issuance of the Notice to Proceed. A final building assessment report is due to the District on or before October 1, 2018 for

use in long-range planning for budgetary spending in the District's current and concurrent fiscal years. Such reports shall include:

- a. The status of all mechanical systems
- b. A list of all required repairs to each facility
- c. A detailed description of all corrective maintenance required (interior and exterior)
- d. Preventative maintenance schedules for each facility (and if any adjustments are necessary)
- e. Safety assessment of each facility include fire code compliance

## **XI. UTILITY MANAGEMENT AND ENERGY REDUCTION**

The Supplier shall be responsible for ensuring the building temperatures, controls, humidity levels, light levels and other environmental conditions are maintained in accordance with industry standards and as otherwise defined in this contract. The Supplier shall also actively participate in assisting the District in reducing energy costs and the execution of energy reduction programs by periodically providing data relevant to the energy usage at each assigned facility at such reasonable intervals as required by the District's Director of Energy and Sustainability. The Supplier shall produce monthly reports on utilities usage in such format as mutually agreed upon.

The Supplier shall also assist the District with its sustainable efforts such as the "Go Green Challenge" program in select schools. In support of this initiative, the Supplier shall appoint one (1) school-based staff member per participating school to be a member of the school's Green Team. The assigned person shall participate in school based Green Team meetings and shall assist the school administrators with implementation of the Green Team projects. The Supplier shall also assign one (1) management level staff member to the District's Go Green Challenge Advisory Council that meets quarterly.

## **XII. EMERGENCY SERVICES**

The Supplier agrees to respond to any emergency requests for water pick-up and/or mop-ups made necessary by rain, plumbing failure, leaks or accidents on an as-needed basis at any time during 24 hours per day, 7 days per week and/or 365 days per year.

The Supplier's supply of any additional emergency services needing an anytime response must be pre-approved by the District. Any invoice for this type of service must include the building name, date, area(s) affected, scope of work performed, hours expended by contract personnel and name of person authorizing the work to be performed.

## **XIII. AFTER-SCHOOL AND WEEKEND ACTIVITIES (COMMUNITY USE OF SCHOOLS)**

The Supplier will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events or rental agreements that occur at school locations. This is considered part of a regular work day.

Custodians are to be scheduled in such a way that:

- a. In K-8 schools, any space used for an after-school activity shall be cleaned after the end of that activity provided it ends by 9:00pm
- b. In middle schools and high schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 10:00pm
- c. Spaces that are to be used for after-school activities are to be cleaned and set-up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity within the building.

Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Supplier will be responsible to open and prepare the building for scheduled use on Saturday and Sunday. These scheduled events may be related to district rental agreements of administrative and staff needs. Hours of service for event that extend outside of the regular schedule must be invoiced by the Supplier separately from the monthly contract fee and will be mutually agreed upon prior to the event.

The District manages Community Use using Schooldude. The Supplier will be given access to the District's Facilities Management Software to view and print permits/schedules of events and to review requirement levels for each event.

#### **XIV. SAFETY AND COMPLIANCE**

- a. The Supplier will provide for a safe well-maintained facility to include:
  - i. Maintenance of all facility doors, roofs, windows and means of fire egress.
  - ii. Routine review of normal and emergency power supplies
  - iii. Recommendations to administration concerning life safety procedures
  - iv. Maintenance of facility equipment and structures to ensure a safe environment
  - v. Maintenance of grounds, pavement, parking lots, and facilities and playscapes to ensure a safe environment
  - vi. Provide assistance to the District in alignment with the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards and applicable Life Safety Codes, including playground safety inspections
    1. Collect and file in an organized manner, any documents provided by the District for certification of the physical plant's compliance with all applicable laws and regulations
    2. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis
    3. Prepare and submit a school safety assessment findings status report on a quarterly basis
    4. Supplier shall administer a safety incident reporting system to include investigation and evaluation of incidents
    5. Provide safety-related information, including AHERA, Hazard Communication Plan, presentations for new employees and continuing

education of all employees in accordance with local, state and federal regulations and provide the district with copies of its presentations

6. Maintain liaison with safety-oriented agencies

**XV. QUALITY CONTROL/INSPECTIONS**

The Supplier's Supervisor, the District's designee and other personnel as deemed appropriate by the District's designee will perform periodic inspections of each school to ensure: (i) the tasks are completed according to the cleaning frequency requirements in this contract; (ii) that the quality of work is satisfactory; and (iii) the Supplier's compliance with other terms of this contract. The Supplier's supervisor(s) will use the agreed upon inspection form(s) for this process.

The District's Superintendent, the District's designee and the principal may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance of the Supplier. The Supplier will be granted a reasonable time to correct deficiencies.

**XVI. RECORD KEEPING REQUIREMENTS**

**a. MIOSHA**

The District shall maintain all required MIOSHA records. Should the Supplier have occasions to bring any new chemicals onsite, the Supplier must receive pre-approval by the District's designee and provide one copy of the Safety Data Sheet (SDS) to the District's designee.

**b. Procedural Manual**

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

- i. Supplier's standard policies and procedures
- ii. Daily routines or schedule for custodians assigned to the building
- iii. Emergency and safety procedures
- iv. List of equipment maintained in the building
- v. Maintenance and use manuals for all custodian equipment in the building
- vi. List of all custodians assigned to each school and shift
- vii. Standard cleaning procedures

**XVII. GOVERNMENT REGULATIONS AND DISTRICT POLICIES**

**a. Regulations & Policies**

The Supplier must have a complete working knowledge of and must comply with all the following:

- i. Asbestos Hazard Emergency Response Act (AHERA) regulations
  - o Annual Training of Custodial and Maintenance employees
  - o Annual Notification of Asbestos-Containing Materials
- ii. MIOSHA and Right-to-Know regulations

- Annual Training of Custodial, Maintenance and Engineering employees
- All applicable federal, state and local laws, codes and regulations
- iii. Detroit Public Schools Community District Board policies and administrative guidelines current, and as developed
- iv. Supplier will ensure that any substances as defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws

**b. Deductions**

- i. If one or more schools are closed for more than three consecutive school days for “acts of God”, building renovations and/or problem with the building, the District’s designee may request that cleaning services be suspended in the applicable school(s). If this occurs, the District’s invoice for that month will be reduced by the labor hours being saved as a result of that cleaning, maintenance and/or engineering services not being needed. If any such service reduction can be reasonably anticipated by the District, the District’s designee will provide as much lead time to the Supplier as possible.
- ii. If one or more school days are loss due to Supplier or its Subcontractor’s error, operations negligence or negligence of its employees, the monthly bill will be reduced by the number of days the school or building is closed in the number of labor hours not expended.
- iii. If the District is assessed any fines for MIOSHA and MDEQ violations arising out of these contract services and attributable to the Supplier, the Supplier shall reimburse the District for these fines by commensurably reducing the changes on the monthly invoice.

**XVIII. CUSTOMER SERVICE AND STAFFING SPECIFICATIONS**

**a. Customer Service**

The Supplier shall foster a stake in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship and responsible fiscal administration.

All employees are to present themselves in an appropriate manner and attire consistent with the District’s Board policies and the District’s administrative guidelines. The District reserves the right to seek removal of a Supplier’s employee whose moral conduct, behavior, health habits or appearance are unsatisfactory. A Supplier’s employee shall be immediately removed under allegations of inappropriate touching, theft or use of district property or other like complaints. while an investigation of these allegations is performed by the District’s Police Department. The District’s decision shall be final.

All of the Supplier’s employees assigned to the District must meet the following requirements;

- Must be at least 18 years of age
- High School graduate or equivalent GED

- U.S. Citizen or authorized to work in the US
- Completion of criminal background and history report and results in compliance with state laws
- Able to read, write and speak English fluently and to use courteous language
- Able to inspect, see and report maintenance needs to the Supervisor and/or to the building principal
- Able to interact positively and appropriately with students, school employees, and the public. (NOTE: this shall especially apply to the Head Custodian)
- Able to productively work with minimal supervision
- Competent persons who are well trained in work assigned
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of using, distributing or dispensing of any controlled substance, including alcohol while on school grounds
- Punctual
- Well-groomed and in uniform

English may be the employee's first or second language. Because of the need to communicate with English speaking students, staff, vendors and community members, all employees must be able to read, write and speak conversational English.

Supplier shall maintain attendance records with include electronic timekeeping for all its employees. This requirement is to enable District staff to determine which of the Supplier's staff is in each school or working on a given day in support of the District. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building. No hand-written record of timekeeping will be accepted. These records will be audited each quarter.

At no time shall the Supplier's personnel do any of the following:

- Leave custodial closets, products or equipment unattended
- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets use telephones or computers or tamper with personal property owned by District staff or students
- Talk or text on personal cell phones while on duty or use a personal music device
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any district equipment that is not required to perform duties
- Smoke or use any tobacco products on District property
- Use profane language

- Fraternize with students directly, indirectly or through social media
- Take photographs of students, staff or District internal systems

No visitors, spouses or children of the Supplier's employees will be allowed at work site during working hours unless they are bona fide employees of the Supplier.

#### **b. Employee Placement and Conduct**

The Supplier shall supply the District a list of all employees (whether directly employed or a subcontractor) assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated. The Supplier shall certify that these individuals have been properly vetted and do not have criminal background or other offenses that would deem them ineligible to provide services under this contract. This list should be periodically updated if the Supplier brings on additional employees during the contract. Specifically, the Supplier must inform the district and the building principal at least 48 hours before a new employee is placed at any school in the district. A new certification is required upon renewal of the contract or upon a contract extension.

The District reserves the right to request that the Supplier remove any employee, contractor or sub-contractor from service under this contract due to unsatisfactory performance, improper conduct, poor appearance and/or poor behavior. If the District's designee notifies the Supplier in writing that any of the Supplier's employees assigned to the District is incompetent, disorderly or otherwise unsatisfactory, the Supplier will remove such employee within one (1) shift and will not again assign that employee to work anywhere in the District without written consent of the District's designee.

##### **i. Substitute**

The Supplier must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to ensure that the District is adequately staffed in the event of illness or injury. The Supplier will recruit, background check, employee, train, pay and supervise all substitute custodians for this contract.

The Supplier is required to inform the building principal and the Department of Facilities when there will be a change of employees for absence purposes.

##### **ii. Staffing Requirements**

Generally, the District requires the Supplier to have staffing available from 4:00AM and 12:30AM.

The Supplier shall perform the services set forth in this contract at time periods as approved by the District's designee.

Regardless of the District's minimum specified staffing level and hours, it the Supplier's responsibility to maintain the standard of cleanliness and heat to prevent catastrophic consequences in this contract. It is the responsibility of the Supplier to provide sufficient personnel to ensure that the requirements are met and that each building is effectively clean daily.

**iii. School Closing- Snow Days**

Building Engineers and Custodians are required to work on “snow days”. Custodians are responsible for cleaning snow and ice and distributing ice melt around doorway entrances and sidewalks on District property. In addition, they will be required to perform other tasks listed on the Cleaning Frequency Requirements. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00AM instead of their afternoon start time, with the approval of the District designee. No Supplier employee is to be laid-off or directed to not to report to work on such days unless prior approval is granted by the District.

**iv. Holiday Breaks**

The Supplier will be required to provide Complete Facilities Management in all district buildings owned, leased and/or operated during break periods. Extra cleaning is performed during this time.

Notwithstanding the closing of the District on the holidays listed in this contract, the Supplier shall provide Complete Facility Management services during scheduled breaks to accomplish major cleaning and maintenance services that cannot be performed during the regular school day. Scheduled breaks and summer cleaning and maintenance shall be coordinated with the District.

A Supplier may work on a holiday or day when a building is closed. If the Supplier receives prior authorization to complete such work, the Supplier may bill for time worked on such holiday or closed day. However, if the Supplier is not providing services on a holiday or closed day, the Supplier may not bill, and will not be paid for, holidays or days when the buildings are closed.

**v. Unfilled Employee Absences**

Whenever the Supplier’s personnel are absent from part or all their District assignment and a substitute is not provided by the Supplier, the Supplier must deduct the charge for that employee(s) from the Supplier’s monthly invoice to the District.

**vi. National Labor Relations Board**

By executing this Agreement, the Supplier certifies under penalty and/or perjury under the laws of the State of Michigan that no more than one final, unappealable finding of contempt by a court has been issued against the Supplier or its Subcontractor within the immediately preceding two (2) year period because of the Supplier’s failure to comply with an order of the National Labor Relations Board.

**vii. Training**

The Supplier’s employees must be thoroughly trained, be qualified and capable of performing the work assigned to them. Training provided must be continuous to ensure that Supplier’s employees are equipped with the most up-to-date quality standards and innovative ways of improving quality- maximizing efficiency and cost savings. The Supplier’s employees must be able to effectively communicate with District staff.

The Supplier's employees must be trained on applicable local, state and federal health and safety regulations.

The Supplier shall provide the District with copies of training records and certifications of the Supplier's workforce no less than 30 days after the execution of the contract and ongoingly as credentialed employees are hired for specialty work (*i.e.*, Boiler Operator License, Journeyman's card, proof of enrollment in formal apprentice program, union card, *etc.*).

If the Supplier fails to provide certification for a credentialed employee (apprentice, journeyman, master, *etc.*) and submits billing for such employee, the District will not pay such fees. And, the District retains the right to ask for removal of such employee from work under this contract.

The Supplier must provide documentation annually to certify that their employees have attended the necessary training for each fiscal year in accordance with the Supplier's training procedures.

**viii. Uniforms**

The Supplier's employees must wear a clearly identifiable logo uniform (pre-approved by the District) during working hours and on any of the District's other properties as well as proper identification badge. Every employee must be easily recognizable and identifiable by DPSCD staff. Supplier shall provide all appropriate Personal Protective Equipment (PPE) for all its employees as required by OSHA.

**ix. Equipment**

The Supplier shall provide all tools, equipment, vehicles, communication devices, any office equipment and computers to be used in providing the required services of this contract.

**XV. SCRAP VALUE**

Should the Supplier replace or repair District equipment which results in material being removed, if such removed material has scrap or other value, the Supplier shall request and receive, in writing, District approval to sell such material. If sold, the Supplier shall provide the District with seventy-five (75%) of the profit made from any such sale.

**XVI. SPECIAL PROJECTS**

Should the District request the Supplier to conduct repair or maintenance outside of the above listed regular, routine, corrective, preventative maintenance or repair – it shall be deemed a special project. Before completing any such special project, the Supplier must receive in writing authorization to proceed. The Supplier must present a separate invoice from the monthly contract fee for such special projects. And, the Supplier and District will mutually agree upon the pricing before commencement of the work.

**XVII. RECEIPT OF WORK ORDERS & RESPONSE TIME**

Except emergencies, daily custodial work and clean bathroom hotline initiative responses, all work orders received by the Supplier from the District shall be completed within five (5) days of receipt. When a principal reports a need/request, District staff will review and approve or deny the request.

If approved, the Supplier shall respond and conduct the requested work in a timely fashion, and in no event later than five (5) days.

**SECTION D**  
**PACKAGING AND MARKING**  
**(Reserved)**  
**End of Section D**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

Felicia Venable, Senior Executive Director/Chief of Operations, is the Deputy Executive Director of Procurement and Logistics' Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Felicia Venable  
Fisher Building  
3011 West Grand Blvd.  
Detroit, MI 48202

**I. Audit**

The Supplier shall permit an authorized representative or designee, at any reasonable time, to inspect or audit all data relating to performance and billing to the District under this Agreement. Upon request of an authorized representative of the District or its designee, the Supplier shall provide copies at its expense of data related to performance and billing under this Agreement.

**II. Retention of Records**

- a. The Supplier shall maintain all financial data, supporting documents and all other records relating to performance and billing under this Agreement in accordance with Michigan and Federal law, and in no case less than five (5) years. The retention period starts from the date of submission of the final payment request. Supplier shall protect data adequately against fire other damage.
- b. Supplier shall maintain at a minimum, the following data:
  - i. A log and a file of time sheets for authorized hours worked by Supplier's employees and its Subcontractor's employees under this Agreement. The log must include but shall not be limited to the following information: (1) Name and title of the employee; (2) Subcontractor providing employee, if applicable, (3) the dates and hours worked, (4) description of the work performed, (5) license, if applicable and (6) work authorization.
  - ii. A log and a file of original invoices for all authorized Reimbursable Expenses incurred by Supplier and its subcontractors in performing work authorized under this Agreement. The log must include but shall not be limited to the following information: (1) the party incurring expenditure (Supplier or name of Subcontractor), (2) date of the expenditure, (3) the purpose of the expenditure, (4) description of goods or services

purchased, (5) price of the expenditure and (6) work order number which said expenses were incurred.

----- End of Section E -----

## SECTION F DELIVERIES OR PERFORMANCE

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

Below is a list of deliverables and time requirements for the initial plans:

| <b>Quality Control Program</b>          |   |
|---|---|
| Quality Control Management Plan         | Within 60 days of contract start date         |
| Updated Quality Control Management Plan | Within 60 days of facility transition date    |
| <b>Safety Program</b>                   |   |
| Quality Control Management Plan         | Within 30 days of contract start date         |
| Hazardous Waste Management Plan         | Within 60 days of facility transition         |
| <b>Facility Transition Plan</b>         |   |
| Quality Control Management Plan         | Within 30 days of contract start date         |
| <b>Master Maintenance Plan</b>          |   |
| Initial Assessment                      | Within 60 days of facilities transition date  |
| Final Draft                             | Within 90 days of facilities transition date  |
| Final Plan                              | Within 120 days of facilities transition date |
| <b>Roof Management Plan</b>             |   |
| Roof Management Plan                    | Within 60 days of contract start date         |

The primary place of performance of the services is the Detroit Public Schools Community District. The typical school building hours of operation are from approximately 6:00AM to 6:00PM continuously Monday through Friday except on District observed holidays and days of early dismissal in which students are dismissed. Hours of operation may vary by DPSCD location; and be adjusted seasonally, with flexible staffing to ensure building coverage and avoid any mechanical damage due to climate. In addition, the Supplier will assist with flexible scheduling and utilization of building systems to minimize the need for additional labor charges. Supplier must also have an Emergency Response Team (ERT) with 24 hours, 7 days a week and 36 days per year availability, and may use flexible scheduling to provide such coverage, provided however if extraordinary events occur, and Supplier's labor costs increase due to such occurrences, the District agrees to review Supplier's claims for additional amounts and upon approval, the Contractor Amount shall be adjusted to include such increased labor costs.

The District reserves the right to change all the work schedules with notice to the Supplier.

**End of Section F**

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

1. The Deputy Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Deputy Executive Director of Procurement. All changes must be in writing, signed by the Deputy Executive Director of Procurement.
2. The Supplier shall not assign, sell, transfer or otherwise dispose of the contract or any portion thereof or rights, title or interest therein without prior and written approval from the Deputy Executive Director of Procurement and Logistics.
3. The Supplier will not be permitted to subcontract any portion of this contract without prior written approval of the Deputy Executive Director of Procurement and Logistics. No subcontract will, in any case, relieve the Supplier of its responsibility under the contract. Written consent to subcontractor, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Supplier of any responsibility for the fulfillment of the contract. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. The District reserves the right to approve any major changes to this Agreement including the decision to release any Subcontractor to perform all or a portion of the Agreement as “self-op”.
4. Invoicing and Payment

Original Invoices shall be submitted to:

Office of Finance  
Detroit Public Schools Community District  
Fisher Building 11<sup>th</sup> Floor  
3011 W. Grand Blvd.  
Detroit, Michigan 48202

And shall conform to policies and regulations adopted by the District when developed. Invoices shall be legible and shall contain, at a minimum the following information:

- i. The Contract Number
- ii. Purchase Order
- iii. Complete Itemization of all costs
- iv. Quantifies Ordered and Installed of any parts and supplies
- v. Any Corrective Maintenance – Major Work Proposal with signature of approval
- vi. Any discounts offered to the District under the terms of the contract

A copy of the invoice shall also be forwarded to DPSCD, Department of Facilities:

- b. Detroit Public Schools Community District  
Support Services Complex, Building C  
1601 Farnsworth

Detroit, Michigan 48202  
Attn: Director of Facilities

5. Monthly invoicing shall be set forth herein. Reconciliation of expenditures shall be performed on a quarterly basis and estimated budgets/actual payments will be adjusted accordingly.
6. Subject to the withholding provisions of the contract, payment shall be made within a 30-day payment cycle after the District's receipt of a properly prepared and supported invoice.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

The supplier may employ, among others, persons who served as hourly workers to the companies that provided maintenance, custodial and engineering services to the District for the 2017-2018 school year ("Former Companies"). However, the supplier is prohibited from: (i) employing; (ii) sub-contracting; (iii) consulting with; or (iv) otherwise providing any funds gained under this agreement to the owners, co-owners, partners, principals, directors, and/or managers of the Former Companies or former employees of the District ("Prohibited Persons"). Further, the Prohibited Persons may not have any involvement or dealings with this Contract without the express, prior written consent of the District. The supplier's infraction of this special contract requirement, contract clause and/or section will be deemed a breach of contract and subject to reimbursement to the District.

----- **End of Section H** -----

## SECTION I GENERAL CONTRACT CLAUSES

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|      |  |
|------|--|
| I.01 | Type of Contract                                     |
| I.02 | Term of the Contract                                 |
| I.03 | Option to Extend the Term of the Contract (Reserved) |
| I.04 | Availability of Funds (Multi-Year) (Reserved)        |
| I.05 | Holidays   |
| I.06 | Compliance with Applicable Laws                      |
| I.07 | Licenses and Permits                                 |
| I.08 | Licensed Personnel                                   |
| I.09 | Criminal Background Screening                        |
| I.10 | Equal Opportunity                                    |
| I.11 | Subcontractors and Outside Consultants               |
| I.11 | Drug Free Workplace                                  |
| I.13 | Standards of Performance and Reasonable Assurances   |
| I.14 | Materials and Equipment                              |
| I.15 | Patents and Royalties                                |
| I.16 | Warranty of Services and Goods                       |
| I.17 | Adjustment and Cleaning                              |
| I.18 | Federal, State, and Local Taxes                      |
| I.19 | Removal of Employees, Agents or Subcontractors       |
| I.20 | Project Personnel                                    |
| I.21 | Photo Identification Badge                           |
| I.22 | Performance Meeting                                  |
| I.23 | Independent Contractor                               |
| I.24 | Insurance  |
| I.25 | Changes  |
| I.26 | Notices  |
| I.27 | Indemnification                                      |
| I.28 | District Restrictions                                |
| I.29 | Assignment or Transfer                               |
| I.30 | Audit, Examination and Retention of Records          |
| I.31 | Award Certificates                                   |
| I.32 | Conflict of Interest                                 |
| I.33 | Gratuities   |
| I.34 | Interest of Public Officials                         |
| I.35 | Order of Precedence                                  |
| I.36 | Confidentiality and Protection of District Property  |
| I.37 | Publicity Releases                                   |
| I.38 | Suspension of Work                                   |
| I.39 | Termination and Non-Compliance                       |
| I.40 | Insolvency   |
| I.41 | Disputes and Dispute Resolution                      |
| I.42 | Notice of Labor Disputes                             |
| I.43 | Anti-Kickback Procedures                             |
| I.44 | Pending Legal Dispute with District                  |
| I.45 | Governing Law  |
| I.46 | Supplier Authorization                               |
| I.47 | Bid, Performance Bond                                |
| I.48 | Liquidated Damages (Reserved)                        |
| I.49 | Miscellaneous  |

**I.01 Type of Contract**

This will be a Performance Base Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

**I.02 Term of Contract**

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

**I.03 Option to Extend the Term of the Contract (Reserved)**

**I.04 Availability of Funds (Multi-Year) (Reserved)**

**I.05 Holidays:**

The District observes the following Holidays:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

These Holidays are not paid days off for the Supplier or its employees. In relation to the Holidays, the Supplier will only be paid for work actually performed on the Holidays.

**I.06 Compliance with Applicable Laws**

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

**I.07 Licenses and Permits**

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal,

and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

#### **I.08 Licensed and Qualified Personnel**

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein and shall be qualified to do so and licensed if required.

#### **I.09 Criminal Background Screening**

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

#### **I.10 Equal Opportunity**

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

#### **I.11 Subcontractors and Outside Consultants**

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms

as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors' written agreement to be bound by the terms thereof.

## **I.12 Drug-Free Workplace**

1. Definitions. As used in this clause –
  - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
  - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
  - c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
  - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
  - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
  - g. “Individual” means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
  - a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The Supplier’s policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
- d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- e. Notify the Deputy Executive Director of Procurement and Logistics in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.
  - i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### **I.13 Standards of Performance and Reasonable Assurances**

1. The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.
1. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
2. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

#### **I.14 Materials and Equipment**

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

#### **I.15 Patents and Royalties**

The Supplier, without exception, shall indemnify the hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### **I.16 Warranty of Services and Goods**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed, and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Deputy Executive Director of Procurement and Logistics shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Deputy Executive Director of Procurement and Logistics may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

#### **I.17 Adjustment and Cleaning**

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

#### **I.18 Federal, State, and Local Taxes**

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

#### **I.19 Project Personnel**

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Deputy Executive Director of Procurement and Logistics. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

#### **I.20 Removal of Employees, Agents or Subcontractors**

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

#### **I.21 Photo Identification Badge**

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

#### **I.22 Performance Meetings/Reports**

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution

meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

### **I.23 Independent Contractor**

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

### **I.24 Insurance**

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Office of Procurement and Logistics, Fisher Building, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
  - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
  - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
  - c. **Commercial General Liability Insurance** coverage limits in the amount of \$1,000,000.00 (One Million Dollars) per occurrence and \$2,000,000.00 (Two Million dollars) aggregate.
  - d. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$5,000,000.00 (Five Million Dollars) per occurrence and \$5,000,000.00 (Five Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject

to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11<sup>th</sup> Floor, Detroit, MI 48202.

7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.

8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.

10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.

11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

## **I.25 Changes**

1. The Deputy Executive Director of Procurement and Logistics may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Deputy Executive Director of Procurement and Logistics grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Deputy Executive Director of Procurement and Logistics.

## **I.26 Notices**

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Deputy Executive Director of Procurement and Logistics, Detroit Public Schools Community District, Office of Procurement and Logistics, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.

### **I.27 Indemnification**

The Supplier agrees to indemnify, hold harmless and defend the School District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence of the School District, its Board of Education, or its employees.

### **I.28 District Restrictions**

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Deputy Executive Director of Procurement and Logistics in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

### **I.29 Assignment or Transfer**

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

### **I.30 Audit, Examination and Retention of Records**

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (*i.e.*, at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof,

or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

### **I.31 Award Certificates**

Supplier agrees that the information provided in Section K and, specifically, the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

### **I.32 Conflict of Interest**

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
  - a. Award of the Contract may result in an unfair competitive advantage; or
  - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Deputy Executive Director of Procurement and Logistics, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District's best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Deputy Executive Director of Procurement and Logistics, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **I.33 Gratuities**

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

### **I.34 Interest of Public Officials**

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

### **I.35 Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

### **I.36 Confidentiality, Ownership and Protection of District Property**

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Deputy Executive Director of Procurement and Logistics directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

### **I.37 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Deputy Executive Director of Procurement and Logistics prior to release.

### **I.38 Suspension of Work**

1. The Deputy Executive Director of Procurement and Logistics may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Deputy Executive Director of Procurement and Logistics in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Deputy Executive Director of Procurement and Logistics in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

### **I.39 Termination and Non-Compliance**

1. Either party may, by written notice to the other party, terminate this Contract in whole or in part at any time, either for convenience (including non-availability of funding) or because of the failure of the other party to fulfill its Contract obligations, including, but not limited to, Supplier's failure to: (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice from the District, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Deputy Executive Director of Procurement and Logistics all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than 90 days) agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

#### **I.40 Insolvency**

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Deputy Executive Director of Procurement and Logistics responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

#### **I.41 Dispute and Dispute Resolution**

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Deputy Executive Director of Procurement and Logistics, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Director of Procurement and Logistics, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Deputy Executive Director of Procurement and Logistics as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Deputy Executive Director of Procurement and Logistics' decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s)

or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

#### **I.42 Notice of Labor Disputes**

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Deputy Executive Director of Procurement and Logistics.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

#### **I.43 Anti-Kickback Procedures**

(1) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.

"Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(a) means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(b) includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (2) The Anti-Kickback Act of 1986 (the Act), prohibits any person from --
  - (a) Providing or attempting to provide or offering to provide any kickback;
  - (b) Soliciting, accepting, or attempting to accept any kickback; or
  - (c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.
- (3)
  - (a) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
  - (b) When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Deputy Executive Director of Procurement and Logistics.
  - (c) The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
  - (d) The Deputy Executive Director of Procurement and Logistics may
    - (i) offset the amount of the kickback against any monies owed by the District under the prime contract and/or
    - (ii) direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Deputy Executive Director of Procurement and Logistics may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Deputy Executive Director of Procurement and Logistics when the monies are withheld.
  - (e) The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

#### **I.44 Pending Legal Dispute with District**

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Deputy Executive Director of Procurement and Logistics shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

#### **I.45 Governing Law**

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

#### **I.46 Supplier Authorization**

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

**I.47 Bid, Performance Bond**

The Supplier shall provide a performance and payment bond, in form and amount approved by the District, with a surety listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570), which can be viewed on the Internet at [http://fms.treas.gov/c570/c570\\_a-z.html](http://fms.treas.gov/c570/c570_a-z.html)

**I.48 Liquidated Damages (Reserved)**

**I.49 Miscellaneous**

This Contract can be extended, modified or amended only by a written agreement signed by the Deputy Executive Director of Procurement and Logistics and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any attachments or amendments hereto.

This Contract, including the attachment, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

----- **End Of Section I** -----

**SECTION J**

**LIST OF ATTACHMENTS**

Attachment A – Pricing Matrix

Attachment B – Key Performance Indicators

Attachment C – School Listing

Attachment D – Operating/Engineer Work

Attachment E – Minor Corrective Maintenance

Specification A – Cleaning and Custodial Responsibilities

**End of Section J**

Attachment A - Pricing Matrix RNA

| ZONES   | FY 2018-2019 - YEAR ONE |                |           | FY 2019-2020 - YEAR TWO |                |           | FY 2020-2021 - YEAR THREE |                |           |
|---|-------------------------|----------------|-----------|-------------------------|----------------|-----------|---------------------------|----------------|-----------|
| <b>Note:</b> Non-Salary committed Fees wherein (1) one FTE = 2080 <b>ACTUAL</b> work hours performed; the all inclusive mutually agreed upon NTE established estimated hourly rates below. Pricing may not include vacation, birthday or holiday pay. | Fee Total               | # of Personnel | Unit Rate | Fee Total               | # of Personnel | Unit Rate | Fee Total                 | # of Personnel | Unit Rate |
| <b>Facilities Management</b> -(include titles)  |                         |                |           | \$ -                    |                |           | \$ -                      |                |           |
| Zone Managers   | \$ 120,000.00           | 2              | \$25.00   | \$ 123,600.00           | 2              | \$25.75   | \$ 127,308.00             | 2              | \$26.52   |
| Human Resource Manager  | \$ 84,500.00            | 1              | \$ 40.62  | \$ 87,035.00            | 1              | \$41.84   | \$ 89,646.05              | 1              | \$43.09   |
| Controller  | \$ 60,000.00            | 1              | \$ 19.23  | \$ 61,800.00            | 2              | \$19.81   | \$ 63,654.00              | 2              | \$20.40   |
| Quality Assurance   | \$ 52,000.00            | 1              | \$ 25.00  | \$ 53,560.00            | 1              | \$25.75   | \$ 55,166.80              | 1              | \$26.52   |
| Admin Manager   | \$ 52,000.00            | 1              | \$ 25.00  | \$ 53,560.00            | 1              | \$25.75   | \$ 55,166.80              | 1              | \$26.52   |
| Account Executive Manager   | \$ 100,000.00           | 1              | \$48.07   | \$ 103,000.00           | 1              | \$49.51   | \$ 106,090.00             | 1              | \$51.00   |
| <b>Maintenance</b> - (include Journeypersons)   |                         |                |           | \$ -                    |                |           | \$ -                      |                |           |
| <b>ELECTRICAL</b>   | \$ 180,544.00           | 2              | \$43.40   | \$ 185,960.32           | 2              | \$44.70   | \$ 191,539.13             | 2              | \$46.04   |
| <b>CARPENTERS</b>   | \$ 180,544.00           | 2              | \$43.40   | \$ 185,960.32           | 2              | \$44.70   | \$ 191,539.13             | 2              | \$46.04   |
| <b>PLUMBERS</b>   | \$ 180,544.00           | 2              | \$43.40   | \$ 185,960.32           | 2              | \$44.70   | \$ 191,539.13             | 2              | \$46.04   |
| <b>LOCKSMITH</b>  | \$ 90,272.00            | 1              | \$43.40   | \$ 92,980.16            | 1              | \$44.70   | \$ 95,769.56              | 1              | \$46.04   |
| <b>HVAC</b>   | \$ 248,268.80           | 2              | \$59.68   | \$ 255,716.86           | 2              | \$61.47   | \$ 263,388.37             | 3              | \$63.31   |
| <b>PAINTERS</b>   | \$ 90,272.00            | 1              | \$43.40   | \$ 92,980.16            | 1              | \$44.70   | \$ 95,769.56              | 2              | \$46.04   |
| <b>Engineering Services</b> - (include engineers by licensed)   |                         |                |           | \$ -                    |                |           | \$ -                      |                | \$0.00    |
| <b>HIGH PRESSURE/LOW PRESSURE</b>   | \$ 1,414,400.00         | 17             | \$40.00   | \$ 1,456,832.00         | 17             | \$41.20   | \$ 1,500,536.96           | 17             | \$42.44   |
| <b>3CS</b>  | \$ 284,232.00           | 3              | \$45.55   | \$ 292,758.96           | 3              | \$46.92   | \$ 301,541.73             | 3              | \$48.32   |
| <b>Custodial</b> - (include Custodians and Day Porters)   |                         |                |           | \$ -                    |                |           | \$ -                      |                |           |
| <b>DAY PORTERS</b>  | \$ 945,152.00           | 20             | \$22.72   | \$ 973,506.56           | 22             | \$23.40   | \$ 1,002,711.76           | 22             | \$24.10   |
| <b>CUSTODIANS</b>   | \$ 2,492,006.40         | 64             | \$18.72   | \$ 2,566,766.59         | 54             | \$19.28   | \$ 2,643,769.59           | 54             | \$19.86   |
| <b>Mobilization</b>   | \$ 350,000.00           | 0              |           | \$ -                    | 0              |           | \$ -                      |                |           |
| <b>Daily Operating</b>  | \$ 400,000.00           | 0              |           | \$ 412,000.00           | 0              |           | \$ 424,360.00             |                |           |
| <b>Capital Equipment</b>  | \$ 200,000.00           | 0              |           |                         | 0              |           | \$ -                      |                |           |
| <b>Supplier Fee (Profit)</b>  | \$ 564,355.14           | 0              |           | \$ 581,285.79           | 0              |           | \$ 598,724.37             |                |           |
| <b>Grand Total</b>  | \$ 8,089,090.34         | 121            |           | \$ 7,765,263.05         | 114            |           | \$ 7,998,220.94           | 116            |           |

Supplier shall work collaboratively with the District to reduce labor costs by established and contractually agreed upon not-to-exceed amount by paying no more than competitive rates for labor and and benefits, ensuring efficient staffing allocatins. Implementing innovative worker management pracities and utilizing technology and equipment to increase work accountability and productivity. Supplier agrees that the District shall only be held responsible for paying the actual cost of labor, inclusive of benefits, within the established and contractually agreed upon NE amount itemized above.

Attachment B-  
Key Performance Indicators (KPI)

| Strategic Plan - Priority | Metric  | Frequency | Points Per Metric |                  |             |             |
|---------------------------|---|-----------|-------------------|------------------|-------------|-------------|
|                           |   |           | 3                 | 2                | 1           | 0           |
| Responsible Stewardship   | <b>CUSTOMER SERVICE AND SATISFACTION</b>  |           |                   |                  |             |             |
|                           | Customer Satisfaction Survey  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Custodial Cleanliness Survey  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Deliverables in Accordance with Schedule  | Schedule  | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Consistency in Service Delivery, i.e., building closures due to Supplier Negligence | Monthly   | 0 Incidents-100%  | 1-2 Incidents 0% |             |             |
|                           | <b>LABOR PRODUCTIVITY</b>   |           |                   |                  |             |             |
|                           | Number of Work Orders Completed within Five (5) Days or less                        | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Number of Work Orders Completed vs. Reported  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Engineer Monthly Completed Tasks  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | Custodial Workforce Turnover  | Monthly   | 75% or less       | 74%-86%          | 85%-96%     | 95%-106%    |
|                           | Number of Emergency Work Orders Completed   | Monthly   | 5% or less        | 6-10%            | 16%-20%     | 21%-25%     |
|                           | Number of Preventative Maintenance Work Orders Completed                            | Quarterly | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                           | <b>FINANCIAL RESPONSIBILITY</b>   |           |                   |                  |             |             |
|                           | Custodial Cost per Student  | Monthly   | \$220-\$260       | \$261-\$301      | \$302-\$342 | \$343-\$383 |
|                           | Maintenance Costs within Budget   | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |

3= Meets expectations

2= Acceptable but needs improvement

1 or below= Does not meet expectations

**Attachment C: Building Assignment  
(RNA)**

| <b>No.</b> | <b>School Name</b>                                 | <b>Address</b>          |
|------------|--|-------------------------|
| 1          | Bagley Elementary School                           | 8100 Curtis Street      |
| 2          | Bates Academy                                      | 19701 Wyoming Avenue    |
| 3          | Dossin Elementary/Middle School                    | 16650 Glendale Street   |
| 4          | King, John R. Academic and Performing Arts Academy | 15850 Strathmoor Street |
| 5          | Ludington Magnet Middle School                     | 19501 Berg Road         |
| 6          | Pasteur Elementary School                          | 19811 Stoepel Street    |
| 7          | Randolph Career Academy - Construction Trades      | 17101 Hubbell Street    |
| 8          | Young, Coleman A. Elementary                       | 15771 Hubbell Street    |
| 9          | Fisher Magnet Lower Academy                        | 15510 E. State Fair     |
| 10         | Fisher Magnet Upper Academy                        | 15491 Maddelein Street  |
| 11         | Hutchinson Elementary/Middle School (at Howe)      | 2600 Garland Avenue     |
| 12         | Renaissance High School /JL White                  | 6565 W. Outer Drive     |
| 13         | Fleming Early Learning Neighborhood Center         | 18501 Waltham Street    |
| 14         | Osborn High School                                 | 11600 E. 7 Mile Road    |
| 15         | Palmer Park Preparatory Academy                    | 3901 Margareta Street   |
| 16         | Pulaski Elementary/Middle School                   | 19725 Strasburg Street  |
| 17         | Brenda Scott                                       | 18440 Hoover            |
| 18         | Davis Aerospace @ Golightly                        | 900 Dickerson           |
| 19         | Southeastern High School                           | 3030 Fairview           |
| 20         | Foreign Language Immersion (FLICS)                 | 6501 W. Outer Drive     |

# ATTACHMENT D

## OPERATING ENGINEER WORK

### **1. ACTUATOR PNEUMATIC**

Calibrate, replace parts, replace entire unit.

### **2. CONTROLS AND BUILDING SERVICE AIR COMPRESSORS**

Check operation, change oil, calibrate controls, rebuild valves, change controls, rebuild valves, change controls, check motor draw, inspect tank, ensure proper blow-down, remove parts for repairs and replace same, lube as needed.

### **3. AIR HANDLERS: SUPPLY AND RETURN AIR FANS**

Replace/repair manometers and draft gauges, start/stop/monitor total operation, check and change belts, check and replace bearings, change filter, clean filters, clean coils, repair minor coil leaks, check, rebuild and/or replace traps, clean housings, service repair/reset/replace all freeze stats, smoke detectors, humidity fixtures, control valves (water, steam), check motors for amp draw, check and adjust motor mounting, lube as needed, repair dampers and motors, replace damper motors, repack all steam valves and controls.

### **4. MIXING BOXES:**

Check and repair/replace stats, linkage and lube, dampers for free movement, air leaks and activators.

### **5. BOILERS**

Operate as per code, check controls, maintain and repair/replace controls, treat chemically, blow down, put in and take out of service, repack all valves, and call for annual inspection. Check operating and clean boilers and pumps. Change all air circulation belts

### **6. PROCESS BOILERS**

Operate and maintain, repair/replace all process boilers, chemically clean annually.

### **7. CABINET HEATERS:**

Put in/take out of service, calibrate/replace/repair controls, lube as needed, change belts, clean coils, change filters, service upon failure.

### **8. A/C UNITS (Absorbers, Cent, Recip and Window)**

#### **a. Chillers Absorbers (Maintenance)**

Clean and inspect generator and absorber tubes, absorbent sprays; and evaporator, lube motor bearings; three-year overhaul; change mechanical seals, break vacuum, auxiliary evacuation, remove lithium bromide solution; evaluate tightness and vacuum integrity; vacuum leak detection and testing; removal of non-condensable; check ancillary cut out for proper operation; add inhibitor and other chemicals for proper balance; trouble shoot.

- b. Chillers Absorber Machine (Solution Desolidification)  
Prevent further cooling of machine, dilute lithium bromide solution, stop pump when necessary, heat exchanger and pump, if necessary till solution drains, find out reason for solidification, follow above steps till desolidified.
- c. Chiller Absorbers Machine Vacuum Maintenance Repair)  
Change seals, change vacuum pump, change oil, real pump valves, lithium bromide concentration, pumps, follow pump maintenance procedure, clean probes, check seal water tank and bleed seals, clean CW restrictor, clean purge CW coil, record purge tank fill time, add octal alcohol, perform vacuum test.
- d. Chiller Recipitator  
Check oil and refrigerator, check chilled water temperature entering and leaving cooler, check refrigerator temperature leaving condenser, check compressor pressure, check for leaks, clean condenser water and air clean expansion coil, replace filters, overhaul equipment as needed.
- e. Window Units  
Check for power, check controls, clean unit, mount and dismount, change filters, clean interior, straighten fins. Repair/replace components including compressor as necessary.

## **9. BOOSTER COILS**

Minor repairs, repair/replace control valves, clean coils.

## **10. BUILDING CONTROLS AND ROOM STATS:**

Calibrate, repair, replace, refit, operate, clean lines and suggest updating.

## **11. COOLING TOWERS:**

Put in/take out of service, check and replace belts and spray nozzles, lube as needed, clean, service controls, treat with chemicals, check water with standard testing procedures.

## **12. DAMPERS:**

Clean, lune, adjust linkage, replace damper motor diaphragms and motors.

## **13. FIRE ALARM SYSTEMS:**

Monitor stand-by status, reset alarms/pull stations, pull periodic test and turn in reports, reset smoke detectors, replace used heat sensors, check for proper amps, circuit and power, test line voltage, test each pull box, inspector for burned out light bulbs, inoperative-supervisory signals, arrange for testing of water flow, inspect fire extinguishers and recharge or replace as needed. Daily building inspection, re-bulb as needed.

## **14. FIRE PUMPS:**

Maintain line PSI, lube and test.

**15. EXHAUST (HOOD, TOILET, ETC.) FANS:**

Lube as needed, replace belts, couplings, bearings, check motor amps, make all motor and fan adjustments, maintain/replace grease filters, maintain motor and related components.

**16. EMERGENCY GENERATORS:**

Perform test four (4) times a year with Electricians, change room filters, maintain radiators, and other maintenance as required.

**17. GREASE TRAPS:**

Clean as needed.

**18. HEAT EXCHANGERS:**

- a. Calibrate/repair replace controls, replace valves check for leaking if necessary.

**19. HEATER (Unit Heater):**

- b. Check, calibrate, and/or change controls, clean coils, minor repairs, check and service, repair and replace motor fan assembly.

**20. PRV'S:**

- c. Calibrate, change diaphragms, change control components.

**21. PUMPS (Heat, sump condenser, etc.)**

- d. Replace when necessary, change couplings, remove, replace, rebuild pumps and remount for repairing. Seals-impellers, pull shafts for repair.

**22. RADIATORS:**

23. Repair minor leaks, replace/repair/adjust /calibrate controls valves, replace air vents, adjust for proper mounting, rebuild traps.

**24. REFRIGERATION SYSTEM:**

25. Check operation, adjust controls, clean contacts, charge some systems, repair when necessary.

**26. ROOF TOP UNITS:**

- e. Inspect heat exchangers switch over according to seasons, adjust controls, replace controls, clean coils, replace filters, service operations of units, year-round, rebuild/replace pumps, motors, fans, lube as needed, monitor operation, repair as necessary.
  - i. Check and clean all gutters
  - ii. Check and clean all downspouts
  - iii. Check and clean all splash blocks

**27. WATER COOLED (INTER AND AFTER COOLERS)**

- f. Repair/replace solenoid valves, replace plugged strainers, put in/take out of service, maintain and repair as necessary.

**28. ELEVATORS:**

- g. Release occupants from malfunction elevator and correct, check for operation/problems, put back in service or arrange for service, clear tracks and phot eye, check interlocks and safety gear.

**29. HYDRO (HOLDING TANKS):**

- h. Put in/take out of service for repairing, replace relief valves, open and clean for inspection, calibrate controls, maintain fluid level.

**30. TOILET/URINALS:**

- i. Repair Sloan valves, secure minor leaks-plunge when plugged, replace broken seats, vacuum breakers and other equipment.

**31. PLUMBING/FITTINGS:**

- j. Repair leaks with temporary patches, replace all pipes up to one inch, replace other nipples, valves, packing seats, gaskets as needed.

**32. ELECTRICAL:**

- k. Replace switches, outlets, fixtures, ballasts, motor controls, heaters, starters, reset/replace circuit breakers, fuses, all low voltage control work.

**33. TIME CLOCKS:**

- l. Reset clocks, seasonal time zone, reset bells as needed, perform routine repairs.

**34. KITCHENS:**

- m. Assist in maintenance of all kitchen equipment including exhaust fans, ovens, steam kettles, disposals, dishwashers, maintain refrigerators and freezers.

**35. LAUNDRY:**

- n. Repair, maintain washer, dryer, extractors, controls.

**36. LOCKS AND DOOR HARDWARE:**

- o. Tighten, adjust, repair, replace panic bars, knobs, spindles, hinges, hasps, door closers, stops, make minor lock repairs.

**37. GLASS:**

- p. Remove the hazard of broken glass, replace inside glass, and replace where possible, secure building where vandalism occurs.

**38. TECH CENTER, ART, SCIENCE, VOCATIONAL EDUCATION:**

- q. Assist in providing repair and maintenance of related equipment as required.

**39. LOCKERS:**

- r. Routine repairs such as handles, etc. (pop rivets).

**40. WINDOW SHADES:**

- s. Measure, order and hang.

**41. BUILDING PRINTS AND EQUIPMENT MANUALS:**

- t. Maintain in a conspicuous area in the boiler room.

**42. LIGHTS:**

- u. Gyms and auditoriums-level floors. Replace bulbs-lifts and assistance will be made available.

**43. PIPE COVERING:**

- v. Minor repairs must be coordinated with the Department of Environmental Health and Safety in accordance with AHERA. Maintain fiberglass for routine repairs.

**44. CEILING TILES:**

- w. Suspend ceiling tiles, replace tiles as needed. Minor replacements on adhesive hug tiles only.

**45. FLOOR TILES:**

- x. Remove trip hazards and coordinate needed repairs with Department of Environmental Health and Safety.

**46. GROUNDS**

- y. Check and clean catch basins grates for accumulation of trash, etc.
- z. Arrange for cleaning of catch basins that are clogged

## **Attachment E**

### **Facilities Management, Minor Corrective Maintenance**

The Supplier shall provide and maintain any/or all tools for each (if none exists) to enable custodians, facility managers and school maintenance technicians (Skilled trades) to perform routine/corrective maintenance tasks. The Supplier will also provide the employee training and quality assurance inspections to ensure property performance of the tasks and use of issued tools. All work shall be performed by Supplier employees within use of allocated labor hours.

Any work not performed with Supplier labor, must be pre-approved by the Department of Facilities and the subcontractor must have prior approval. The Supplier is still responsible for proof of competitive pricing.

The list below is not exhaustive, but merely a starting point:

#### **A. Emergency Window and Entrance Door Glass Repairs**

1. Broken (replace with plywood until replacement is installed)
2. Panes will not slide
3. Will not open or close
4. Locking device is broken or missing
5. Install emergency egress windows

#### **B. Curtain Repair or Removal**

1. Rod coming out of wall
2. Rod bent
3. Curtain off rod
4. Draw stick or cord repair/replacement

#### **C. Site and Grounds**

1. Tighten screws, bolts etc. on play structures
2. Raise and lower flags
3. Change letters on marquee signs
4. Minor repair to fencing or removing fencing to eliminate a hazards

#### **D. HVAC Mechanical System Readiness**

1. Draining and properly flushing vessels
2. Remove, clean and replacement of vessels, handholds and manhole covers
3. Clean vessel tubes (boiler chillers)
4. Cleaning and replacing building steam traps
5. Replace belts, filters, oil lubricant as needed
6. Greasing bearings
7. Clean fan housing

8. Replace thermostats
9. Minor repair or adjustments to building control linkages
10. Repair/replace leaking coils

#### **E. Minor Wall Repairs**

1. Baseboard repair/replacement
2. Wall patching/drywall installation
3. \*Minor painting
4. Mounting and hanging of pictures, paper supply dispensers

#### **F. Minor Plumbing Repairs**

1. Nozzle or drain stopped up
2. Faucet leaks or stays on
3. Repair/replace broken or missing handles
4. Repair or replace missing nozzle or drain cover missing
5. Broken soap dispensers
6. Repair water faucets to ensure flow
7. Repair stopped up toilets
8. Repair missing/broken/discolored toilet seats
9. Repair stopped up sinks
10. Repair drained stuck in closed position
11. Replace missing stopper
12. Repair mixing valves
13. Repair or replace all plumbing fixtures

#### **G. Door Repair**

1. Replace missing or broken name plates
2. Replace door signs missing or broken
3. Address squeaks
4. Locksmith Services
5. Repair/replace panic bars
6. Repair/replace doors
7. Repair/replace floors
8. Install whiteboard

#### **H. Exit Sign Repair/Replace**

1. Light burned out
2. Sign broken
3. Sign hanging
4. Sign missing

### **I. Light Replacement**

1. Globe/cover missing/broken/loose
2. Fixture broken
3. Switch cover loose/missing
4. Light burned out
5. Circuit repair and troubleshooting
6. Motor repair and replacement

### **J. Desk Repair**

1. Molding broken
2. Drawer handle missing
3. Drawer sticks/broken
4. Seating is broken

### **K. \*Flooring**

1. Replace broken/missing/damaged VCT tile
2. Replace broken/missing/damaged carpeting

\* Must be coordinated with DPSCD, Department of Environmental Health and Safety

| <b>TYPICAL CORRECTIVE MAINTENANCE (CONTINUED)</b>  |  |   |
|--|--|---|
| <p align="center"><b>Fire Alarm Systems</b></p> <p>1. Annual and semi-annual testing</p> <p>2. Minor repairs to fire panels, smoke detectors, pull stations and horns.</p> | <p align="center"><b>Fire Suppression and Ansul Systems</b></p> <p>1. Annual and semi-annual testing</p> <p>2. Minor repairs to sprinkler heads and flow sensors</p> | <p align="center"><b>Fire Extinguishers</b></p> <p>Annual testing and replacement of fire extinguishers</p> |

| <b>BUILDING SYSTEMS MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO:</b>   |
|--|
| 1. Clean the boiler and refrigeration systems condenser tubes as well as other surfaces as per manufacturer's recommendations and scheduled of maintenance for these systems as outlined in industry standards.  |
| 2. Clean the smoke boxes of the boiler when required.  |
| 3. Draining and washing, refrigeration condensers, cooling towers, steam or water boilers. A clean, properly maintained, Refrigeration condenser, cooling tower, steam heating or hot water system must be drained if there is a possibility of freezing, accumulation of large amount of sludge or dirt in the case of a boiler, and the water side or drain systems for code compliance repairs or inspections.  |
| 4. Anti-freeze solutions, when used in heating/cooling systems (hydronic systems) must be tested from year to year as recommended by the manufacturer of the anti-freeze which is used.  |
| 5. Water treatment, when used in a heating/cooling systems (hydronic systems) must be tested daily to ascertain the safe operations of the system and to also ascertain maximum energy savings.  |
| 6. Water Heaters, whether or corrected to a boiler, must be back-washed periodically using valves to reserve the direction of flow through the heater. The purpose of back-washing is to reduce the amount of scale which will accumulate at the outlet side of the heater. The continued back washing process must be continued until the water is clear. The back-washing may be done frequently and the maximum interval should be determined by the water quality or flow rates. |
| 7. Fireside Correction ascertains the condition of the fireside surface of the boiler and be sure that it is thoroughly cleaned at the end of firing season. Observation of fireside surface during the firing season and signs of corrosion discovered should be reported to the District immediately. Supplier must also maintain the appropriate combustion rate to ascertain energy savings as well as safe operation of the system.   |
| 8. Ascertain that all interfacing devices for Building Management Systems are checked and properly maintained and in working condition.  |
| 9. Steam boilers should any rust appear in the water gauge glass; this is an indication of corrosion that must not be ignored. Boiler water treatment must be checked and maintained at proper strength and the vessel is not requiring large quantities of makeup water. Check and maintain return lines and other parts of the system for evidence of corrosion.   |
| 10. Check the water gauge glass regularly and repair leaks observed in the water gauge glass.  |

11. Maintain systems water treatment to ensure proper operation of equipment and prevention of corrosion. Also must repair monthly water treatment to each building systems; in particular boilers (both hydronic and steam). Additionally, the water treatment for health units (swimming pools and therapy pools) must be reported in accordance with the applicable local and state regulatory requirements.

12. Fan bearings must be maintained in accordance to manufacturer's specifications.

13. Pumps, seals, bearings must be properly checked and maintained. Record of these checks must be maintained by the Supplier.

14. Valves must be properly checked and maintained.

15. Pneumatic controls/compressors must be maintained according to manufacturer specifications.

16. Check automated external defibrillators (AED) monthly and maintain records (AED Training Required).

17. Air filters and oil filters must be changed as required by manufacturer's specifications.

## Specification A

### Cleaning and Custodial Responsibilities

The list below is not exhaustive, but merely a starting point of duties that must be completed throughout each building

|    | AREA  | DAILY    | WEEKLY   | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|----|---|----------|----------|-----------|---|
|    | <b>CLASSROOMS - Grades 01 thru 12</b>   |          |          |           |   |
| 1  | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled. Wash inside and out (on a minimum) annually.   | <b>X</b> |          | <b>X</b>  | <b>A</b>  |
| 2  | Spot-clean door glass to remove smudges. Full clean weekly.   | <b>X</b> | <b>X</b> | <b>X</b>  |   |
| 3  | Disinfect/clean door knobs, strike plates.  |          | <b>X</b> |           |   |
| 4  | Empty pencil sharpeners.  |          |          | <b>X</b>  |   |
| 5  | Clean and damp wipe chalkboards.  |          | <b>X</b> |           |   |
| 6  | Clean and damp wipe chalkboards trays.  |          | <b>X</b> |           |   |
| 7  | Clean/sanitize sinks within instructional areas, (i.e. science rooms, newer schools classrooms and offices)   |          | <b>X</b> | <b>X</b>  |   |
| 8  | Replenish paper products in (new only) dispensers or supply room with small qty of paper products upon request.   |          |          | <b>X</b>  |   |
| 9  | Full clean/sanitize <b>ALL</b> restrooms located within classrooms, mop floors, spot clean walls, replenish soap, replenish paper products, clean sinks, clean urinals and toilets including undercarriage and bright work. | <b>X</b> |          |           |   |
| 10 | Arrange and organize desks and tables.  | <b>X</b> |          |           |   |
| 11 | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning.   | <b>X</b> |          | <b>X</b>  |   |
| 12 | One day each week, vacuum entire classroom or rugs within.  |          | <b>X</b> |           |   |
| 13 | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.   |          | <b>X</b> | <b>X</b>  |   |
| 14 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors. Picking up any books or debris.   | <b>X</b> |          | <b>X</b>  |   |
| 15 | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | <b>X</b> |          | <b>X</b>  |   |
| 16 | Remove graffiti and gum from desks.   |          |          | <b>X</b>  | <b>M, SA,A</b>  |
| 17 | Full mop with a neutral cleaner weekly.   |          | <b>X</b> | <b>X</b>  |   |
| 18 | Spot clean/extract carpets and area rugs  |          |          | <b>X</b>  | <b>M</b>  |

\*\*\*NOTE: **ALL Pre K and Kindergarten** rooms are to be **FULL** cleaned daily with the above criteria including but not limited to: full vacuum, full sweep/dust mop, full wet mop, sanitize/clean desk tops and hi/lo dusting

|    | AREA   | DAILY    | WEEKLY   | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|----|--|----------|----------|-----------|---|
|    | <b>RESTROOMS</b>   |          |          |           |   |
| 1  | <b>ALL</b> restrooms in all areas <b>MUST be FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | <b>X</b> |          |           |   |
| 2  | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.   | <b>X</b> |          | <b>X</b>  |   |
| 3  | Clean sinks and replenish paper towels.  | <b>X</b> |          | <b>X</b>  |   |
| 4  | Remove graffiti and gum from walls and floors.   | <b>X</b> |          | <b>X</b>  |   |
| 5  | Remove debris from ceiling (i.e. "spit" paper wads)  |          | <b>X</b> | <b>X</b>  |   |
| 6  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request   | <b>X</b> |          | <b>X</b>  |   |
| 7  | All <b>AM</b> custodians must police and restock restrooms at a minimum twice daily  | <b>X</b> |          | <b>X</b>  |   |
| 8  | Sanitize and clean <b>ALL</b> toilets, urinals, sinks, and dispensers with a mild cleaning agent <b>including undercarriages and metal bright work</b>                             | <b>X</b> |          | <b>X</b>  |   |
| 9  | Remove any rust build up and de-lime from restrooms sinks, toilet, showers and urinals or restroom components.   |          |          | <b>X</b>  | <b>M</b>  |
| 10 | Hi/Lo dust all vertical and horizontal surfaces: (i.e. stalls, sills and ledges, etc)  |          | <b>X</b> | <b>X</b>  |   |
| 11 | Full sweep entire restroom.  | <b>X</b> |          |           |   |
| 12 | Sanitize and full mop floors.  | <b>X</b> |          |           |   |
| 13 | Machine scrub restrooms, wash all walls and partitions and sanitize with applicable product.   |          |          | <b>X</b>  | <b>M, SM, SS, A</b>   |

|    | AREA  | DAILY    | WEEKLY   | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|----|---|----------|----------|-----------|---|
|    | <b>GYMNASIUMS , LOCKEROOMS, POOLS AND ATHLETIC AREAS</b>  |          |          |           |   |
| 1  | <b><u>ALL</u> restrooms within these areas <b>MUST be FULLY</b> cleaned and sanitized daily.<br/>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | <b>X</b> |          |           |   |
| 2  | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | <b>X</b> |          | <b>X</b>  |   |
| 3  | Clean sinks and replenish paper towels.   | <b>X</b> |          | <b>X</b>  |   |
| 4  | Dust mop/sweep gymnasium floor.   |          | <b>X</b> | <b>X</b>  |   |
| 5  | Clean under bleachers for debris and dirt.  |          | <b>X</b> | <b>X</b>  |   |
| 6  | Lightly mop or machine wash gym floor with a mild neutral cleaner.  | <b>X</b> |          | <b>X</b>  |   |
| 7  | Clean and sanitize water fountains.   | <b>X</b> |          | <b>X</b>  |   |
| 8  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.   |          |          | <b>X</b>  | <b>SM</b>   |
| 9  | All <b>AM</b> custodians must police and restock restrooms/locker rooms on a minimum <b>once</b> daily "if" the school has swim program as part of regular instruction.                   | <b>X</b> |          | <b>X</b>  |   |
| 10 | Sanitize and clean <b>ALL</b> toilets, urinals, sinks, and dispensers with a mild cleaning agent including undercarriages and metal bright work.  | <b>X</b> |          | <b>X</b>  |   |
| 11 | Remove any rust build up and de-lime from restrooms sinks, toilet, showers and urinals or restroom components   |          |          | <b>X</b>  | <b>M</b>  |
| 12 | Clean pool deck with mid sanitizing cleaner where instructional programs apply (not in most schools).   | <b>X</b> |          | <b>X</b>  |   |
| 13 | Machine scrub pool deck and locker rooms.   |          |          | <b>X</b>  | <b>M, SM, A</b>   |

|   | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|---|-------|--------|-----------|---|
|   | <b>MAIN OFFICE</b>  |       |        |           |   |
| 1 | <b>ALL</b> restrooms in main must be <b>FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X     |        | X         |   |
| 3 | Clean main office and Principal entry door glass -- removing prints and smudges.  | X     |        | X         |   |
| 4 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl etc.) floors including any wood or concrete flooring.  | X     |        | X         |   |
| 5 | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning. Full vacuum once a week.  | X     | X      | X         |   |
| 6 | Full mop with a neutral cleaner.  | X     |        | X         |   |
| 7 | Spot clean/extract carpets and area rugs.   |       |        | X         | SM  |
| 8 | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.   |       | X      |           |   |

|   | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|---|-------|--------|-----------|---|
|   | <b>COMPUTER LABS, OTHER OFFICES, RESOURCE ROOMS, MULTI-PURPOSE ROOM, HEALTH CLINICS AND MEETING AREAS</b>   |       |        |           |   |
| 1 | <b>ANY</b> restrooms within these areas <b>MUST</b> be <b>FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X     |        | X         |   |
| 3 | Clean sinks and replenish paper towels.   | X     |        | X         |   |
| 4 | Spot-clean door glass to remove smudges. Full clean weekly.   | X     | X      |           |   |

| <b>(Continued from Previous Page)</b> |  |              |               |                  |  |
|---------------------------------------|--|--------------|---------------|------------------|--|
|                                       |  |              |               |                  | <b>FULL SERVICE</b><br><b>Monthly (M),<br/>Semi-Monthly(SM)<br/>Annual (A)<br/>Semi-Annual(SA)</b> |
|                                       | <b>COMPUTER LABS, OTHER OFFICES, RESOURCE ROOMS, MULTI-PURPOSE ROOM, HEALTH CLINICS AND MEETING AREAS</b>  | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> |  |
| 5                                     | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning.  | <b>X</b>     |               | <b>X</b>         |  |
| 6                                     | One day each week, vacuum entire classroom or rugs within.   |              | <b>X</b>      |                  |  |
| 7                                     | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.  |              | <b>X</b>      | <b>X</b>         |  |
| 8                                     | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up any books or debris. | <b>X</b>     |               | <b>X</b>         |  |
| 9                                     | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.   | <b>X</b>     |               |                  |  |
| 10                                    | Full mop with a neutral cleaner weekly.  |              | <b>X</b>      | <b>X</b>         |  |
| 11                                    | Full sweep at least once weekly.   |              |               |                  |  |
| 12                                    | Remove graffiti.   | <b>X</b>     |               | <b>X</b>         |  |
| 13                                    | Spot clean/extract carpets and area rugs.  |              |               | <b>X</b>         | <b>M</b>   |

|   | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),<br/>Semi-Monthly(SM)<br/>Annual (A)<br/>Semi-Annual(SA)</b> |
|---|---|--------------|---------------|------------------|--|
|   | <b>CAFETERIA/COMMONS AREA</b>   |              |               |                  |  |
| 1 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | <b>X</b>     |               | <b>X</b>         |  |
| 2 | Wash out receptacles -- removing smells and soils   |              |               | <b>X</b>         | <b>SM, A</b>   |
| 3 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | <b>X</b>     |               | <b>X</b>         |  |
| 4 | Full mop or machine wash with a neutral cleaner.  | <b>X</b>     |               |                  |  |
| 5 | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.   | <b>X</b>     |               | <b>X</b>         | <b>SM</b>  |

| <b>(Continued from Previous Page)</b> |                                      |              |               |                  |  |
|---------------------------------------|--------------------------------------|--------------|---------------|------------------|--|
|                                       | <b>CAFETERIA/COMMONS AREA</b>        | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
| 6                                     | Clean and sanitize water fountains.  | <b>X</b>     |               | <b>X</b>         |  |
| 7                                     | Sweep and mop stage (if applicable). |              | <b>X</b>      | <b>X</b>         |  |
| 8                                     | Remove graffiti.                     | <b>X</b>     |               | <b>X</b>         |  |
| 9                                     | Sanitize and wash lunchroom tables.  | <b>X</b>     |               |                  |  |
| 10                                    | Set up and take down lunchroom.      | <b>X</b>     |               |                  |  |

|    | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
|----|---|--------------|---------------|------------------|--|
|    | <b>CORRIDORS/ HALLWAYS/ENTRANCE WAYS</b>  |              |               |                  |  |
| 1  | Clean and sanitize water fountains.   | <b>X</b>     |               | <b>X</b>         |  |
| 2  | Remove graffiti.  | <b>X</b>     |               | <b>X</b>         |  |
| 3  | Clean both sides of the glass at main entrance(s).  | <b>X</b>     |               | <b>X</b>         |  |
| 4  | Clean outside glass of display case.  |              | <b>X</b>      | <b>X</b>         |  |
| 5  | Clean inside display cases upon request.  |              |               | <b>X</b>         |  |
| 6  | Hi dust locker tops.  |              | <b>X</b>      |                  |  |
| 7  | Clean and sanitize locker fronts.   |              |               | <b>X</b>         | <b>SM</b>  |
| 8  | Clean out lockers at end of school year.  |              |               | <b>X</b>         | <b>A</b>   |
| 9  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.   | <b>X</b>     |               | <b>X</b>         | <b>SM</b>  |
| 10 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | <b>X</b>     |               | <b>X</b>         |  |
| 11 | Wash out any corridor/hallway receptacles -- removing smells and soils.   |              |               | <b>X</b>         | <b>M, A</b>  |
| 12 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | <b>X</b>     |               | <b>X</b>         |  |
| 13 | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | <b>X</b>     |               |                  |  |
| 14 | Full mop or machine wash with a neutral cleaner .   |              |               | <b>X</b>         |  |

| <b>(Continued from Previous Page)</b> |  |              |               |                  |  |
|---------------------------------------|--|--------------|---------------|------------------|--|
|                                       | <b>AREA</b>  | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
| 15                                    | Sweep or vacuum entry or corridor matting.   | <b>X</b>     |               | <b>X</b>         |  |
| 16                                    | Change out mats.   |              |               | <b>X</b>         |  |
| 17                                    | <b>Semi Annually, upon request or during any breaks strip/restore, screen and re-seal, top scrub, machine scrub floors and apply finishing criteria outlined in FLOOR CARE section</b> |              |               | <b>X</b>         | <b>SA, A</b>   |

|                                 | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
|---------------------------------|---|--------------|---------------|------------------|--|
| <b>STAIRWELLS AND ELEVATORS</b> |   |              |               |                  |  |
| 1                               | Remove graffiti   | <b>X</b>     |               | <b>X</b>         |  |
| 2                               | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | <b>X</b>     |               | <b>X</b>         |  |
| 3                               | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | <b>X</b>     |               |                  |  |
| 4                               | Full mop stairwells and elevators.  |              | <b>X</b>      | <b>X</b>         |  |
| 5                               | Full vacuum elevator or stairwells.   |              | <b>X</b>      |                  |  |
| 6                               | Polish stainless steel elevator cab walls.  |              | <b>X</b>      | <b>X</b>         | <b>M</b>   |
| 7                               | Full clean/wash walls (10) ten ft. and below as needed or upon request.   |              |               | <b>X</b>         | <b>M</b>   |
| 8                               | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | <b>X</b>     |               | <b>X</b>         |  |

|   | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|--|-------|--------|-----------|---|
|   | <b>FLOOR CARE-ANY HARD SURFACE FLOOR<br/>(ALL APPLICABLE SCHOOL FLOORING TYPES)</b>  |       |        |           |   |
| 1 | <b>Semi Annually, upon request or during any breaks strip/restore, screen and re-seal, top scrub, machine scrub ALL classrooms, offices, restrooms, corridors, stairwell landings, stages, locker rooms, gym, cafeteria/commons area, entryways, auditoriums.</b>  |       |        | X         | SA, A   |
| 2 | Expectation is that floors and base molding shine or are bright and clean, (i.e. no buildup in corners, edges, on kick-plates or along walls etc.)   |       |        | X         | SA, A   |
| 3 | During annual "summer" clean up all furniture is expected to be removed from every room in all DPS schools and buildings with few exceptions.  |       |        | X         | SA, A   |
| 4 | Minimal floor finish to be applied after <b>completely stripping</b> a classroom, office cafeteria, auditorium, stairwell landings etc. is <b>(4) four coats.</b>  |       |        | X         | SA,A  |
| 5 | Minimal floor finish to be applied after <b>top scrubbing</b> a classroom, office cafeteria, auditorium, stairwell landings etc. is <b>(2) two coats.</b> Top scrubbing and re-coating should only be done where there is no build up of old finish, dirt and debris.  |       |        | X         | SA,A  |
| 6 | Minimal floor finish to be applied after <b>completely stripping</b> a corridor/hall or any "high" traffic area is <b>(6) six coats.</b>   |       |        | X         | SA,A  |
| 7 | Minimal floor finish to be applied after <b>top scrubbing</b> a corridor or any "high" traffic area is <b>(2) two coats.</b> Top scrubbing and re-coating should only be done where there is no build up of old finish, dirt and debris.   |       |        | X         | SA,A  |
| 8 | <b>GYMNASIUM FLOORS and Auditorium stages</b> - only newer gymnasium floors and stages installed after the year 2000 or <b>recently sanded/re-sealed older school gym floors</b> will be properly screened and re-sealed by adequately trained custodial personnel in the 1 <sup>st</sup> contract year. With a <b>minimum of (2) two coats of oil or water based gym floor sealer.</b> <b>Prior</b> to sealing floor DPS must approve the product used to ensure the proper product is being applied. |       |        | X         | A<br><br>Locations will be identified and approved by both DPS and Contractor     |
|   | (Continued from Next Page)   |       |        |           |   |

|   | (Continued from Previous Page)  |       |        |           |   |
|---|---|-------|--------|-----------|---|
|   | FLOOR CARE-ANY HARD SURFACE FLOOR<br>(ALL APPLICABLE SCHOOL FLOORING TYPES)   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br><br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
| 9 | All <b>“OLDER”</b> gym floors will be re-finished or screened and re-sealed upon request initially – and then on an as need basis thereafter.<br><b>Prior</b> to sealing floor DPS must approve the product used to ensure the proper product is being applied. A <b>minimum of (2) two to (3) three coats</b> depending on product used and how gym is utilized day to day.<br><b>(Some schools utilize these areas as both cafeterias and a gymnasiums)</b> |       |        | X         | A<br><br>Locations will be identified and approved by both DPS and Contractor         |

|   | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br><br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|--|-------|--------|-----------|---|
|   | <b>GROUND</b>  |       |        |           |   |
| 1 | All grounds should be policed by both AM and PM shifts.  | X     |        | X         |   |
| 2 | Staff is expected to inspect grounds for any safety hazards and report findings to Facility Manager, Administrator or enter a work order.  |       | X      |           |   |
| 3 | Empty any exterior waste receptacles and replace plastic liners when soiled or full.   | X     |        | X         |   |
| 4 | Police and clean around dumpsters.   | X     |        | X         |   |
| 5 | All custodians are expected to remove snow and apply ice melt to all walkways, entrance ways and sidewalks leading to and from DPS buildings.<br><b>(Snow is the “priority” above all cleaning functions during the AM shift only)</b> | X     |        | X         |   |

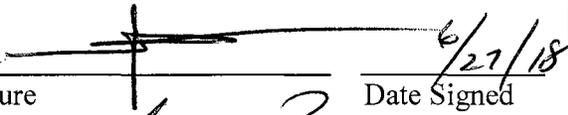
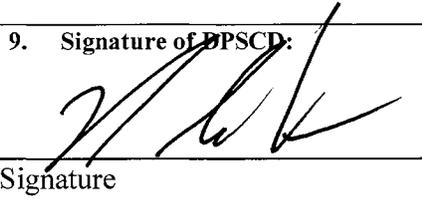
|   | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|--|-------|--------|-----------|---|
|   | <b>MISCELLANEOUS</b>   |       |        |           |   |
| 1 | Assist Facility Manager with light bulb replacement within approved ladder height limit.   |       |        | X         |   |
| 2 | Internal furniture moves, board set ups, special meeting set ups.  |       |        | X         |   |
| 3 | Remove small dead rodents accordingly to the guidelines of DPS's (IPM) program.  |       |        | X         |   |
| 4 | Receive tailgate deliveries and assist with distribution if needed.  |       |        | X         |   |
| 5 | Assist in maintaining paper products inventory, storage, and disbursement.<br>Supply Facility Manager (bi-weekly) with accurate "case-on-hand" counts to for submission to DPS Custodial Operations. |       |        | X         |   |
| 6 | Report any health, vandalism, life and safety issues to Facility Manager and Administration daily.   | X     |        | X         |   |
| 7 | Keep receiving and storage areas clean and free of debris.   |       | X      | X         |   |
| 8 | Accommodate Administrator or Designee with facility related requests.  |       |        | X         |   |

|   |   |  |
|---|---|--|
| <p align="center"><b>DETROIT<br/>PUBLIC<br/>SCHOOLS<br/>COMMUNITY<br/>DISTRICT</b></p> <p>Office of Procurement and Logistics<br/>Fisher Building 11<sup>th</sup> Floor<br/>3011 West Grand Blvd.<br/>Detroit, MI 48202</p> | <p align="center"><b>Section A</b><br/>Contract Cover Page<br/>&amp; Signatures</p> | <p><b>1. Contract No.:</b><br/>19-0035</p>                       |
|   |   | <p><b>2. ITB/RFP No.:</b> 18-0077</p>                            |
|   |   | <p><b>3. Contract Title:</b><br/>Facilities Management</p>       |
|   |   | <p><b>4. Contract Amount:</b><br/>\$ 740,000</p>                 |
|   |   | <p><b>5. Contract Term:</b><br/>July 1, 2018 – July 11, 2018</p> |

**6. Supplier Name:** GDI Integrated Facility Services  
**Address:** 24300 Southfield Rd., Ste. 220  
**City/State/Zip:** Southfield, MI 48075  
**Contact:** John Tamas **Telephone:** 248-727-8060 **Email:** john.tamas@gdi.com

**7. Contract Table of Contents:**

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- Section I: General Contract Clauses**
- Section J: List of Attachments**

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| <p><b>8. Signature of Authorized Supplier Representative:</b></p> <p align="center"></p> <p>Signature _____ Date Signed <u>6/27/18</u></p> <p>Print Name: <u>Arund Brown</u></p> <p>Title: <u>President/COO</u></p> | <p><b>9. Signature of BPSCD:</b></p> <p align="center"></p> <p>Signature _____ Date Signed <u>6/26/2018</u></p> <p>Print Name: Nikolai P. Vitti, Ed.D.</p> <p>Title: Superintendent</p> |
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## **SECTION B SCHEDULE**

The Supplier shall provide all personnel, equipment, tools, equipment, vehicles, supervision and other items and services necessary to perform all services, tasks and functions defined in this contract. The Supplier shall provide guidance and coordination with the District to ensure effective and economical operation of all facility activities. Work can include: dispatching, property maintenance, operations, management services, custodial services, engineering service, planning, programming and minor design and execution services and emergency services.

The District may periodically request the Supplier to perform work that is not specified in this contract. Any such work will be classified as “in-scope” and a billable expense according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be pre-approved in writing by the District’s designee.

If the District closes a building during the term of this contract, the contract will be reduced by the assigned personnel and maintenance costs to such closed building(s).

The District reserves the right to negotiate reductions in frequency and/or scope to reduce costs if it deems it is necessary. Such reductions shall be agreed upon by both parties.

### **Capital Equipment**

A not to exceed amount has been added to this contract, to be amortized over the period of the contract. Notwithstanding anything contrary contained herein, in the event this agreement is terminated prior to the expiration of the second contract year, Supplier shall have the right in its sole discretion to require the District to purchase such capital equipment for an amount equal to the unamortized amount of the actual cost of such capital equipment.

The Supplier shall provide support documentation substantiating the cost of labor and materials with its submission of its monthly invoices. The Supplier shall list supplier fees as an itemized invoice making such fees separately identifiable in the billings).

The **ACTUAL** cost for parts required for maintenance and repairs shall be invoiced (net of rebate and sales tax) separately to the District, and the District shall pay such verified amounts in addition to the contract amount. No mark-ups on labor, equipment, parts or supplies will be allowed.

### **Performance-Based Compensation**

The Supplier’s performance will be reviewed collaboratively with the District on a quarterly basis during each contract year. The District will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

The Performance-Based Compensation Plan will be used to assess the Supplier’s performance when determining the amount of the Performance-Based Compensation earned. The base contract segregates the Supplier’s profit margin from other cost. The profit margin is put into the Performance-Based Compensation pool and can be earned in whole or in part. The Performance-Based Compensation is earned profit and should not in any way be considered a bonus or gift. The

Performance-Based Compensation plan addresses those performance evaluation areas that are under the control of the Supplier's management and area viable for evaluation. If, after final quarterly review of each contract year, Supplier receives a cumulative scorecard of 90 percent or better, the Supplier shall be paid the full ¼ of its profit for that quarter. If the Supplier receives a cumulative scorecard rating of less than 90 percent, the Supplier shall be paid less 10 percent of one-third 1/3 profit to be paid that quarter. If the Supplier does not receive a scorecard of 80-85 percent, the District shall retain the Profit amount owed for the quarter.

The parties shall meet quarterly with DPSCD Department of Facilities and Procurement and Logistics and the Supplier shall provide documentation of **ACTUAL** hours performed by labor category and associated costs. The parties shall adjust in staffing levels to ensure that performance requirements are met, and labor costs are reduced as much as possible. Any reduction in labor hours will be reconciled during each quarter and a credit will be issued to the District.

Quarterly Business Reviews (Supplier Performance) meetings are set forth as follows:

- July through October meeting to be held no later than the second week in November
  - November through February meeting to be held no later than the second week in March
  - March through June meeting to be held no later than the second week in July
- i. Feedback to the Supplier for deficiencies will be done as they are identified. Deficiencies will be identified verbally or in writing. The Supplier will have the opportunity to correct the deficiencies in a timely and responsive manner. The deficiencies will be forwarded to the contact identified by the Supplier.
  - ii. Before an evaluation period is started, the District may unilaterally modify the applicable criteria or place emphasis on an evaluation area. The Supplier will be notified of these changes in writing prior to the start of the applicable period and the Key Performance Indicators (KPIs) will be modified accordingly. Unless the District gives the Supplier specific written notice of any changes to evaluations areas five (5) days prior to the start of a new evaluation period, the same evaluation criteria and weights listed for preceding period will be used in subsequent periods.
  - iii. Unearned Performance-Based Compensation for prior evaluation period will not be carried over to subsequent evaluation periods and will not be able to be earned later during the contract period.

### **PRICING**

Pricing is all-inclusive of labor, materials, supplies, travel or any other necessary items. The pricing does not include overtime. Overtime will not be paid under this contract. The pricing for this contract is set forth in the Not-To Exceed Pricing Schedule, attached as Attachment A.

**End of Section B**

### **SECTION C SCOPE OF SERVICE**

Supplier agrees to provide the goods and services described below in accordance with the standards and the schedules set herein. Supplier shall insure that the facilities are maintained in

accordance with the standards set forth in the Performance Metrics, attached as Attachment B. Omissions by the District in such providing specifications shall not abdicate the Supplier's obligation per this contract to maintain buildings in accordance with industry standards.

The Supplier shall be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The Supplier will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition as further outlined in this contract. The services of the Supplier are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent and careful manner so as to manage and supervise the operation, cleaning, and maintenance and servicing of school buildings and ancillary buildings in a manner that is comparable to or better than that generally found in surrounding school districts in Michigan and of districts of comparable size throughout the United States. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable codes and regulations. The Supplier will be obligated to operate, repair, replace and maintain in good repair and condition, throughout the term of this contract, including but not limited to the following:

## **I. CUSTODIAL SERVICES**

The Supplier must provide for complete custodial services of the District's facilities (educational and administrative buildings) in accordance with applicable health and sanitation standards and to support the District's goals about sanitation, public relations, and maintenance of the physical facility. Supplier must provide all necessary labor, tools, materials, supervision, cleaning agents, disinfectants, sanitizers, germicides, floor finishes/sealers and cleaning equipment for performing to the custodial specifications outlined.

The District owns and operates school buildings that specialize in culinary arts and construction trades training of students and adults. These buildings require cleaning in accordance with industry standards for such specialized use(s) of space.

Supplier shall provide to the District for its approval quality assessment procedures and a custodial reporting system that includes:

### **a. Coordinated Training on Cleanliness**

- i. The Supplier and District agree to cooperatively and jointly craft an agreed upon definition/determination of what cleanliness is and/or looks like.
- ii. The Supplier agrees to train building principals and/or leaders on how to conduct a walk-thru to assess cleanliness ("Walk-Thru").
- iii. The Supplier and District will jointly create an evaluation tool for use by the Supplier, District and/or principals when conducting Walk-Thrus ("Walk-Thru Evaluation Tool").
- iv. Principals will conduct weekly Walk-Thrus and completion of the Walk-Thru Evaluation Tool.

**b. Weekly or Monthly Reporting**

- i. Weekly electronic cleanliness quality assessment report by school and area
- ii. Minimal monthly cleanliness quality assessment report done in conjunction with District representative or District school administrator for each District location for which an electronic or handwritten sign-off is obtained
- iii. Monthly vandalism report tracking number of incidents by school/building
- iv. Bi-weekly paper product consumption report (paper towel & toilet paper) by school/building

**c. Quality Assurance Program**

- i. Continuous quality monitoring for early detection and resolution of issues
- ii. A twenty-four (24) to forty-eight (48) hour customer complaint turnaround quality assurance guarantee (where applicable)

**d. Clean Bathroom Initiative/Hotline**

- i. The Supplier agrees to support the District's clean bathroom hotline initiative by responding to, and remedying, within a one (1) hour reports/complaints of spills, no soap, uncleanliness, untidy conditions, missing dispensers, no or low paper products, *etc.* in bathrooms.
- ii. The Supplier shall remedy egregious conditions on an immediate, emergency basis. Such conditions include but are not limited to vomit, blood, *etc.*

**e. Custodial Ratification Plan for failing schools that includes the following:**

- i. Define and Describe the Problem: Specify the problem by identifying in quantifiable terms: (*i.e.*, who, what, where, when, why, how, and how many) for the problem.
  - ii. Develop and Implement Immediate Containment Plan to address the issue: Define and implement containment actions to isolate the problem from the customer.
  - iii. Determine the Root Causes: Identify all applicable causes that could explain why the problem has occurred.
  - iv. Implement and Validate Corrective Actions: Define and implement the best corrective actions, after obtaining approvals from both the customers and the District.
  - v. Take Preventive Measures: Modify the management systems, operation systems, practices and procedures to prevent recurrence of quality issue and all similar problems, if required/approved by the District.
- f.** Provide a comprehensive floor cleaning program and all required floor cleaning and floor maintenance equipment.
- g.** Supplier must know and ensure that all its purchased cleaning chemicals, supplies, equipment and tools align with all local, state, and federal regulations and guidelines.

**II. ENGINEERING SERVICES**

The Supplier must provide building engineering services in accordance with the local ordinance to operate boilers and mechanical systems and in accordance with specifications herein. These services include all labor, supervision, supplies and tools to operate and maintain boilers in District operated buildings. Building Engineers/Boiler Operators must be licensed by the City of Detroit in accordance with the equipment in each building s/he is to operate.

The Supplier must provide annual proof of licensing of each Operating Engineer assigned to work under this contract. The operating engineer/employee must maintain licensing for the duration of this contract. All Operating Engineers must post his/her license at their assigned work site.

Each assigned Operating Engineer must maintain a log book of his/her daily duties and accomplishments, including arrival and end time, changes in schedule, any visitors to the boiler room, inspections and contractors. These daily notes must include any notes on the operation of equipment and any problems which will be needed to troubleshoot repairs.

Services include but are not limited to operation of boilers during heating season, break-down of boilers in the summer for local inspection, changing of filters, chemical application, changing of filters, changing of traps and operations of cooling systems during summer months.

Service delivery in this area is expected to include small repairs (, i.e., repair of door knobs, locks, desks, small furniture assembly, etc.).

**a. Pool Operator Certification**

The Supplier must provide at least one employee who is trained and licensed as a Certified Pool Operator. This /these person(s) must be onsite and trained in emergency shutdown, pool check and water testing/balancing and recordkeeping for public swimming pool facilities. The Supplier agrees to follow all applicable state, county and federal laws, rules, and regulations regarding public swimming facilities. This/these employee(s) must be a Certified Pool Operator (CPO). Evening or weekend work may be required at the agreed upon rate for Community Use.

**b. Licenses and Permits**

The Supplier shall obtain at its own expense any and all necessary licenses and permits to provide the services specified in this contract (*i.e.*, boiler operator, pool operator, chauffeur's license, etc.).

**III. ROUTINE MAINTENANCE AND REPAIR SERVICES**

The Supplier will provide safe and well-maintained facilities which include:

- a. Maintenance of all facility doors, windows, roofs and means of fire egress
- b. Routine review of normal and emergency power supplies
- c. Recommendations to administration concerning life safety procedures
- d. Maintenance of facility equipment and structures to ensure a safe environment
- e. Maintenance of grounds, parking lots and playscapes to ensure a safe environment.

- f. Maintenance of building systems (*i.e.*, boilers, chillers, cooling towers, water back-flows preventers, swimming pools, deaerators, VAV boxes, *etc.*) in full compliance with the code and to ensure a safe environment
- g. Corrective and Preventative maintenance of mechanical systems
- h. Assistance with long-range capital and maintenance planning and budgeting
- i. Small repairs (*i.e.*, repair of door knobs, locks, desks, small furniture assembly, *etc.*).

#### IV. LOCKSMITH SERVICES

The Supplier will be required to provide locksmith services, as outlined below, based on the specific facility transfer, if applicable. The Supplier shall maintain a master key inventory and a key control system. The key control process may include, but not be limited to buildings, offices, classrooms and lockers. There will be differing types of key systems in place depending on the school and/or office building. All references to keys shall include key cards.

The Supplier shall: (i) secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to DPSCD facilities; (ii) provide locksmith services to maintain locks, panic hardware, mechanical ciphers and real property installed vaults; (iii) install lock cores for all newly constructed or renovated facilities; (iv) provide vault combination change training to customers with combination vaults; and (v) re-key locks and systems when deemed and approved necessary to ensure security.

##### a. Supplier Employee Key Control and Building Security

The Supplier shall ensure that keys/key cards issued to the Supplier by the District are not lost or misplaced and are not used by unauthorized persons. The Supplier shall: (i) re-key locks when keys or key cards are lost or misplaced or otherwise compromised through Supplier negligence at no cost to the District; (ii) immediately report lost or duplicate keys to the District; and (iii) prohibit the use of District issued keys by any persons other than the Supplier's employees. Only the Supplier's employees engaged in the performance of assigned work or assigned to personnel authorized entrance(s) by the District shall be granted access to locked areas.

The District shall assign alarm codes for each school. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Supplier to new employees. Notification to the District shall be immediate with the reassignment or termination of any individual who has been assigned keys or alarm code. Each employee will be required to sign for his/her exterior door keys. At no time shall copies be made of any keys issued (interior keys).

All lost building keys assigned to the Supplier, (whether interior or exterior keys), must be reported to the District within 24 hours of discovery of the loss.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Supplier, the cost will be deducted by the District from the monthly payment to the Supplier. This includes the cost of the door core replacement.

The Supplier is prohibited from lending District building keys to anyone. The Supplier and its employees/subcontractors are also prohibited from leaving key rings in janitor closets or from lying on custodial carts or otherwise out of their possession.

**b. Property Protection**

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

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

All keys assigned to a Supplier's employees shall be returned to the District's designee when the Supplier's employee's assignment at a school ends. All keys shall be returned to the District's designee at the termination of this contract.

**c. Property Damage**

The Supplier shall inform the applicable Principal and Operations designee of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Supplier's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Supplier shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment and/or contents caused by the Supplier's employees.

**d. Improper Securing of District Buildings**

The Supplier must properly secure building. If it cannot do so, it must provide notice to the Operations Management Team or DPSCD Police Department of a reason why a building cannot be properly armed. Failure to properly secure or provide notice as described above will result in a non-compliance penalty of \$250 per incident which shall be deducted from the next monthly payment. If any damages, vandalism or theft is sustained to a District property due to Supplier's employees' not properly securing a building without such notice as described above, the Supplier must reimburse the District for such damages.

**VI. PREVENTATIVE MAINTENANCE**

The Supplier shall develop and manage a well-defined Preventative Maintenance Program that considers all maintenance, is based on system condition or performance and achieves the District's goal of maintaining facility quality while reducing life-cycle costs.

The Supplier shall perform Preventative Maintenance tasks that are pre-planned and pre-approved as part of the Supplier's Maintenance Engineering plan. It is the intent of the school district to have the Supplier to perform most of this work within its assigned facilities. The school district reserves the right to inspect and perform these tasks as desired. These tasks once approved by the school

district will be performed by the Supplier. All preventative maintenance tasks are direct reimbursable work for materials and equipment at no mark-up. Preventative Maintenance is outlined in the District's Facility Management Software.

## **VII. CORRECTIVE MAINTENANCE – MAJOR WORK**

Major Work are those tasks excluding Preventative Maintenance which exceed \$3,000 but normally have a total cost less than \$100,000. It is the intent of the District to have the Supplier perform Major Work for any of its assigned facilities. The District reserves the right to have other contractors perform these tasks as desired. The District or the Supplier or its subcontractor will provide an estimate for each Major Work. The estimate is to include all labor, material and other directly related costs not including overhead. The Supplier must provide proof of competitive pricing.

Major Work between \$20,000 and \$100,000 will be performed under a separate authorization and will be considered within the scope of this agreement. The District may negotiate with the Supplier for these services and, if it is in the best interest of the District, the Supplier will perform the services based upon negotiated terms and conditions. These will normally be fixed priced projects and not included in the Management Fee and Performance Compensation of this contract.

## **VIII. PARTS AND SUPPLIES**

The Supplier shall purchase and manage all materials, equipment and subcontractors to be used in the performance of this contract. The Supplier is required to demonstrate that the source of the purchase is in the best interest of the school district based on cost, delivery date and quality of material/services provided. All purchasing records of the Supplier for materials used in the performance of the contract will be available for review by the school district upon request. Furthermore, all materials/equipment to be replaced shall be new or re-manufactured (must be approved by the school district) and shall be manufactured by a reputable manufacturer. All substitutes for original manufacturer's equipment related to the upgrading of equipment shall be Energy Star compliant, if available.

- a. Supplier purchasing, and invoicing of parts and supplies shall meet the following requirements:
  - Supplier will invoice actual cost of all parts purchased for repair work
  - Supplier shall ensure that repair parts are purchased through a competitive process and at fair market value
  - Supplier will not add or mark-up the cost of parts purchased
  - Supplier will provide supporting documents, including supply contracts and evidence of competitive pricing and any other requested information upon reasonable request and not less than annually to the District for its annual audit to verify compliance with invoicing and competitiveness.
- b. Supplier will be required to maintain an accurate, secure, efficient and auditable real time inventory system that tracks parts and materials from acquisition to installation using the District's inventory module in the District provided Computer Maintenance Management System (9CMMS) currently known as "SchoolDude". Supplier shall

provide periodic reports of parts and materials inventory to the District upon reasonable notice.

- c. The Supplier will also provide for the management and control of parts, supplies and equipment used in the performance of duties under this contract.
- d. Material charges to work tasks will be based on the actual cost, or on an approved material cost issuing system. Individual items valued at \$20 or more will be itemized on cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft (*i.e.*, electrical consumable) provided the total per job does not exceed \$500. The school district reserves the right to change the dollar amounts for items considered consumables at any time.

The Supplier shall manage and charge all material costs to a work order using Schooldude. It is the intent of the District that the Supplier shall create work orders for all work performed by its building engineers, trades and subcontractor. All purchased materials must be reflected in inventory required for the performance of the contract. The Supplier shall not charge the school district for any materials until the materials are utilized for a specific task.

## **IX. FACILITIES MANAGEMENT SOFTWARE**

The Supplier Shall use Schooldude for all maintenance, custodial and inventory management under this contract including work order creation, management, generating reports, tracking labor hours and material costs, measuring efficiency, communicating with Principals and District administration and for scheduling equipment inspections. The resulting database will remain the ownership of the District.

The system will provide for the on-line tracking of work activities, including the creation of both preventive maintenance and corrective work orders, the addition and removal of equipment, and scheduling of new equipment for inspection. The Supplier will be responsible for conducting and maintaining an equipment inventory, which includes all electrical/mechanical equipment utilizing Schooldude. This inventory is to be stored and utilized on-site and for the sole purpose of the operation of the preventive maintenance program. The system should also have an event and space management component. The system provided will include quality control capabilities and in-house software support. In addition, it is recommended to have multiple data entry capability in a network environment and have Web access. The following reporting capabilities are just an example of the reporting functions that the District desires.

The District's expects the Supplier's management to ensure all work is properly authorized and prioritized, school leaders and Operations Management are well informed and provide the data needed to support the planning and programming of the District's mission. The Supplier shall ensure that it provides documentation for coordination, cost control, job progress, equipment repair records and closeout control. The Supplier shall also track work order requests in the District's facilities management software until the work is functionally completed and report the following:

- a. Backlog
- b. Costs Associated with Completed Work Orders
- c. Percent of Scheduled Work Orders Completed
- d. Percent of Open Work Orders

- e. Percent of Work Orders Completed by Labor Category
- f. Status of Preventative Maintenance Service Orders
- g. Equipment preventive maintenance;
- h. Equipment cost histories;
- i. Employee activity summaries;
- j. Quality control results

The Supplier shall provide updates for equipment history files of completed work orders for all machines and equipment individually identified as an asset. Updates shall include causes for failures and repairs made. Provide diagnostic records, such as CSD-1 Testing, water treatment analysis and steam trap testing results.

The Supplier shall provide work reception and dispatch function twenty-four (24) hours a day, seven (7) days per week. The Supplier shall ensure all work is recorded in the District's facility management software. This will include all labor hours by the Supplier's employees and subcontractors, material/supply costs and special equipment costs.

The Supplier shall functionally close out all work within five (5) business days. The work will not be considered complete until all required data entry work and other administrative requirements are completed. This includes reporting all changes to fixed assets and recording all costs, materials, equipment, subcontracted work, etc. in the facility management software. Work cost shall be loaded into the facility management software within one (1) business day of the work being performed unless this requirement is specially not required for the task.

Training, operating instructions, operating manuals, warranties will be provided to the District no more than 30-days after purchase for all new equipment and systems installed as part of the work. The Supplier shall comply with all federal, state and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws, codes, manufacturer's recommendations and accepted industry standards. District policy, regulations and specifications will apply as developed.

Standing Work Orders are those tasks that are recurring or report preparation in nature but no Preventative Maintenance. These Work Orders will be issued for specific tasks or series of tasks for a set period. Employee labor rates, parts and supplies and number of hours dedicated to a Work Order is required to enter in the District's Facilities Management Software that will help the District to track costs with operation of each school building.

It is the intent of the District to have the Supplier perform most of the Work Orders for an assigned facility. The District reserves the right to have other District personnel, or contractors to inspect and perform these tasks as desired. All Work Orders are direct reimbursable work for material costs and special equipment at no mark-up.

## **X. BUILDING ASSESSMENTS**

The performance of building assessments is under performance using a third party and direct contractor to the school district. Despite a report of major building system conditions that is being compiled for each active school building, the Supplier shall perform an initial building system assessment for itself of each assigned facility and provide a preliminary report to the Senior Executive Director of Operations no later than ninety (90) days of issuance of the Notice to Proceed. A final building assessment report is due to the District on or before October 1, 2018 for

use in long-range planning for budgetary spending in the District's current and concurrent fiscal years. Such reports shall include:

- a. The status of all mechanical systems
- b. A list of all required repairs to each facility
- c. A detailed description of all corrective maintenance required (interior and exterior)
- d. Preventative maintenance schedules for each facility (and if any adjustments are necessary)
- e. Safety assessment of each facility include fire code compliance

## **XI. UTILITY MANAGEMENT AND ENERGY REDUCTION**

The Supplier shall be responsible for ensuring the building temperatures, controls, humidity levels, light levels and other environmental conditions are maintained in accordance with industry standards and as otherwise defined in this contract. The Supplier shall also actively participate in assisting the District in reducing energy costs and the execution of energy reduction programs by periodically providing data relevant to the energy usage at each assigned facility at such reasonable intervals as required by the District's Director of Energy and Sustainability. The Supplier shall produce monthly reports on utilities usage in such format as mutually agreed upon.

The Supplier shall also assist the District with its sustainable efforts such as the "Go Green Challenge" program in select schools. In support of this initiative, the Supplier shall appoint one (1) school-based staff member per participating school to be a member of the school's Green Team. The assigned person shall participate in school based Green Team meetings and shall assist the school administrators with implementation of the Green Team projects. The Supplier shall also assign one (1) management level staff member to the District's Go Green Challenge Advisory Council that meets quarterly.

## **XII. EMERGENCY SERVICES**

The Supplier agrees to respond to any emergency requests for water pick-up and/or mop-ups made necessary by rain, plumbing failure, leaks or accidents on an as-needed basis at any time during 24 hours per day, 7 days per week and/or 365 days per year.

The Supplier's supply of any additional emergency services needing an anytime response must be pre-approved by the District. Any invoice for this type of service must include the building name, date, area(s) affected, scope of work performed, hours expended by contract personnel and name of person authorizing the work to be performed.

## **XIII. AFTER-SCHOOL AND WEEKEND ACTIVITIES (COMMUNITY USE OF SCHOOLS)**

The Supplier will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events or rental agreements that occur at school locations. This is considered part of a regular work day.

Custodians are to be scheduled in such a way that:

- a. In K-8 schools, any space used for an after-school activity shall be cleaned after the end of that activity provided it ends by 9:00pm
- b. In middle schools and high schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 10:00pm
- c. Spaces that are to be used for after-school activities are to be cleaned and set-up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity within the building.

Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Supplier will be responsible to open and prepare the building for scheduled use on Saturday and Sunday. These scheduled events may be related to district rental agreements of administrative and staff needs. Hours of service for event that extend outside of the regular schedule must be invoiced by the Supplier separately from the monthly contract fee and will be mutually agreed upon prior to the event.

The District manages Community Use using Schooldude. The Supplier will be given access to the District's Facilities Management Software to view and print permits/schedules of events and to review requirement levels for each event.

#### **XIV. SAFETY AND COMPLIANCE**

- a. The Supplier will provide for a safe well-maintained facility to include:
  - i. Maintenance of all facility doors, roofs, windows and means of fire egress.
  - ii. Routine review of normal and emergency power supplies
  - iii. Recommendations to administration concerning life safety procedures
  - iv. Maintenance of facility equipment and structures to ensure a safe environment
  - v. Maintenance of grounds, pavement, parking lots, and facilities and playscapes to ensure a safe environment
  - vi. Provide assistance to the District in alignment with the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards and applicable Life Safety Codes, including playground safety inspections
    - 1. Collect and file in an organized manner, any documents provided by the District for certification of the physical plant's compliance with all applicable laws and regulations
    - 2. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis
    - 3. Prepare and submit a school safety assessment findings status report on a quarterly basis
    - 4. Supplier shall administer a safety incident reporting system to include investigation and evaluation of incidents
    - 5. Provide safety-related information, including AHERA, Hazard Communication Plan, presentations for new employees and continuing

education of all employees in accordance with local, state and federal regulations and provide the district with copies of its presentations

6. Maintain liaison with safety-oriented agencies

## **XV. QUALITY CONTROL/INSPECTIONS**

The Supplier's Supervisor, the District's designee and other personnel as deemed appropriate by the District's designee will perform periodic inspections of each school to ensure: (i) the tasks are completed according to the cleaning frequency requirements in this contract; (ii) that the quality of work is satisfactory; and (iii) the Supplier's compliance with other terms of this contract. The Supplier's supervisor(s) will use the agreed upon inspection form(s) for this process.

The District's Superintendent, the District's designee and the principal may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance of the Supplier. The Supplier will be granted a reasonable time to correct deficiencies.

## **XVI. RECORD KEEPING REQUIREMENTS**

### **a. MIOSHA**

The District shall maintain all required MIOSHA records. Should the Supplier have occasions to bring any new chemicals onsite, the Supplier must receive pre-approval by the District's designee and provide one copy of the Safety Data Sheet (SDS) to the District's designee.

### **b. Procedural Manual**

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

- i. Supplier's standard policies and procedures
- ii. Daily routines or schedule for custodians assigned to the building
- iii. Emergency and safety procedures
- iv. List of equipment maintained in the building
- v. Maintenance and use manuals for all custodian equipment in the building
- vi. List of all custodians assigned to each school and shift
- vii. Standard cleaning procedures

## **XVII. GOVERNMENT REGULATIONS AND DISTRICT POLICIES**

### **a. Regulations & Policies**

The Supplier must have a complete working knowledge of and must comply with all the following:

- i. Asbestos Hazard Emergency Response Act (AHERA) regulations
  - o Annual Training of Custodial and Maintenance employees
  - o Annual Notification of Asbestos-Containing Materials
- ii. MIOSHA and Right-to-Know regulations

- Annual Training of Custodial, Maintenance and Engineering employees
- All applicable federal, state and local laws, codes and regulations
- iii. Detroit Public Schools Community District Board policies and administrative guidelines current, and as developed
- iv. Supplier will ensure that any substances as defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws

**b. Deductions**

- i. If one or more schools are closed for more than three consecutive school days for “acts of God”, building renovations and/or problem with the building, the District’s designee may request that cleaning services be suspended in the applicable school(s). If this occurs, the District’s invoice for that month will be reduced by the labor hours being saved as a result of that cleaning, maintenance and/or engineering services not being needed. If any such service reduction can be reasonably anticipated by the District, the District’s designee will provide as much lead time to the Supplier as possible.
- ii. If one or more school days are loss due to Supplier or its Subcontractor’s error, operations negligence or negligence of its employees, the monthly bill will be reduced by the number of days the school or building is closed in the number of labor hours not expended.
- iii. If the District is assessed any fines for MIOSHA and MDEQ violations arising out of these contract services and attributable to the Supplier, the Supplier shall reimburse the District for these fines by commensurably reducing the charges on the monthly invoice.

**XVIII. CUSTOMER SERVICE AND STAFFING SPECIFICATIONS**

**a. Customer Service**

The Supplier shall foster a stake in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship and responsible fiscal administration.

All employees are to present themselves in an appropriate manner and attire consistent with the District’s Board policies and the District’s administrative guidelines. The District reserves the right to seek removal of a Supplier’s employee whose moral conduct, behavior, health habits or appearance are unsatisfactory. A Supplier’s employee shall be immediately removed under allegations of inappropriate touching, theft or use of district property or other like complaints. while an investigation of these allegations is performed by the District’s Police Department. The District’s decision shall be final.

All of the Supplier’s employees assigned to the District must meet the following requirements;

- Must be at least 18 years of age
- High School graduate or equivalent GED

- U.S. Citizen or authorized to work in the US
- Completion of criminal background and history report and results in compliance with state laws
- Able to read, write and speak English fluently and to use courteous language
- Able to inspect, see and report maintenance needs to the Supervisor and/or to the building principal
- Able to interact positively and appropriately with students, school employees, and the public. (NOTE: this shall especially apply to the Head Custodian)
- Able to productively work with minimal supervision
- Competent persons who are well trained in work assigned
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of using, distributing or dispensing of any controlled substance, including alcohol while on school grounds
- Punctual
- Well-groomed and in uniform

English may be the employee's first or second language. Because of the need to communicate with English speaking students, staff, vendors and community members, all employees must be able to read, write and speak conversational English.

Supplier shall maintain attendance records with include electronic timekeeping for all its employees. This requirement is to enable District staff to determine which of the Supplier's staff is in each school or working on a given day in support of the District. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building. No hand-written record of timekeeping will be accepted. These records will be audited each quarter.

At no time shall the Supplier's personnel do any of the following:

- Leave custodial closets, products or equipment unattended
- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets use telephones or computers or tamper with personal property owned by District staff or students
- Talk or text on personal cell phones while on duty or use a personal music device
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any district equipment that is not required to perform duties
- Smoke or use any tobacco products on District property
- Use profane language

- Fraternalize with students directly, indirectly or through social media
- Take photographs of students, staff or District internal systems

No visitors, spouses or children of the Supplier's employees will be allowed at work site during working hours unless they are bona fide employees of the Supplier.

**b. Employee Placement and Conduct**

The Supplier shall supply the District a list of all employees (whether directly employed or a subcontractor) assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated. The Supplier shall certify that these individuals have been properly vetted and do not have criminal background or other offenses that would deem them ineligible to provide services under this contract. This list should be periodically updated if the Supplier brings on additional employees during the contract. Specifically, the Supplier must inform the district and the building principal at least 48 hours before a new employee is placed at any school in the district. A new certification is required upon renewal of the contract or upon a contract extension.

The District reserves the right to request that the Supplier remove any employee, contractor or sub-contractor from service under this contract due to unsatisfactory performance, improper conduct, poor appearance and/or poor behavior. If the District's designee notifies the Supplier in writing that any of the Supplier's employees assigned to the District is incompetent, disorderly or otherwise unsatisfactory, the Supplier will remove such employee within one (1) shift and will not again assign that employee to work anywhere in the District without written consent of the District's designee.

**i. Substitute**

The Supplier must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to ensure that the District is adequately staffed in the event of illness or injury. The Supplier will recruit, background check, employee, train, pay and supervise all substitute custodians for this contract.

The Supplier is required to inform the building principal and the Department of Facilities when there will be a change of employees for absence purposes.

**ii. Staffing Requirements**

Generally, the District requires the Supplier to have staffing available from 4:00AM and 12:30AM.

The Supplier shall perform the services set forth in this contract at time periods as approved by the District's designee.

Regardless of the District's minimum specified staffing level and hours, it the Supplier's responsibility to maintain the standard of cleanliness and heat to prevent catastrophic consequences in this contract. It is the responsibility of the Supplier to provide sufficient personnel to ensure that the requirements are met and that each building is effectively clean daily.

**iii. School Closing- Snow Days**

Building Engineers and Custodians are required to work on “snow days”. Custodians are responsible for cleaning snow and ice and distributing ice melt around doorway entrances and sidewalks on District property. In addition, they will be required to perform other tasks listed on the Cleaning Frequency Requirements. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00AM instead of their afternoon start time, with the approval of the District designee. No Supplier employee is to be laid-off or directed to not to report to work on such days unless prior approval is granted by the District.

**iv. Holiday Breaks**

The Supplier will be required to provide Complete Facilities Management in all district buildings owned, leased and/or operated during break periods. Extra cleaning is performed during this time.

Notwithstanding the closing of the District on the holidays listed in this contract, the Supplier shall provide Complete Facility Management services during scheduled breaks to accomplish major cleaning and maintenance services that cannot be performed during the regular school day. Scheduled breaks and summer cleaning and maintenance shall be coordinated with the District.

A Supplier may work on a holiday or day when a building is closed. If the Supplier receives prior authorization to complete such work, the Supplier may bill for time worked on such holiday or closed day. However, if the Supplier is not providing services on a holiday or closed day, the Supplier may not bill, and will not be paid for, holidays or days when the buildings are closed.

**v. Unfilled Employee Absences**

Whenever the Supplier’s personnel are absent from part or all their District assignment and a substitute is not provided by the Supplier, the Supplier must deduct the charge for that employee(s) from the Supplier’s monthly invoice to the District.

**vi. National Labor Relations Board**

By executing this Agreement, the Supplier certifies under penalty and/or perjury under the laws of the State of Michigan that no more than one final, unappeasable finding of contempt by a court has been issued against the Supplier or its Subcontractor within the immediately preceding two (2) year period because of the Supplier’s failure to comply with an order of the National Labor Relations Board.

**vii. Training**

The Supplier’s employees must be thoroughly trained, be qualified and capable of performing the work assigned to them. Training provided must be continuous to ensure that Supplier’s employees are equipped with the most up-to-date quality standards and innovative ways of improving quality- maximizing efficiency and cost savings. The Supplier’s employees must be able to effectively communicate with District staff.

The Supplier's employees must be trained on applicable local, state and federal health and safety regulations.

The Supplier shall provide the District with copies of training records and certifications of the Supplier's workforce no less than 30 days after the execution of the contract and ongoingly as credentialed employees are hired for specialty work (*i.e.*, Boiler Operator License, Journeyman's card, proof of enrollment in formal apprentice program, union card, *etc.*).

If the Supplier fails to provide certification for a credentialed employee (apprentice, journeyman, master, *etc.*) and submits billing for such employee, the District will not pay such fees. And, the District retains the right to ask for removal of such employee from work under this contract.

The Supplier must provide documentation annually to certify that their employees have attended the necessary training for each fiscal year in accordance with the Supplier's training procedures.

**viii. Uniforms**

The Supplier's employees must wear a clearly identifiable logo uniform (pre-approved by the District) during working hours and on any of the District's other properties as well as proper identification badge. Every employee must be easily recognizable and identifiable by DPSCD staff. Supplier shall provide all appropriate Personal Protective Equipment (PPE) for all its employees as required by OSHA.

**ix. Equipment**

The Supplier shall provide all tools, equipment, vehicles, communication devices, any office equipment and computers to be used in providing the required services of this contract.

**XV. SCRAP VALUE**

Should the Supplier replace or repair District equipment which results in material being removed, if such removed material has scrap or other value, the Supplier shall request and receive, in writing, District approval to sell such material. If sold, the Supplier shall provide the District with seventy-five (75%) of the profit made from any such sale.

**XVI. SPECIAL PROJECTS**

Should the District request the Supplier to conduct repair or maintenance outside of the above listed regular, routine, corrective, preventative maintenance or repair – it shall be deemed a special project. Before completing any such special project, the Supplier must receive in writing authorization to proceed. The Supplier must present a separate invoice from the monthly contract fee for such special projects. And, the Supplier and District will mutually agree upon the pricing before commencement of the work.

**XVII. RECEIPT OF WORK ORDERS & RESPONSE TIME**

Except emergencies, daily custodial work and clean bathroom hotline initiative responses, all work orders received by the Supplier from the District shall be completed within five (5) days of receipt. When a principal reports a need/request, District staff will review and approve or deny the request.

If approved, the Supplier shall respond and conduct the requested work in a timely fashion, and in no event later than five (5) days.

**SECTION D**  
**PACKAGING AND MARKING**  
**(Reserved)**  
**End of Section D**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

Felicia Venable, Senior Executive Director/Chief of Operations, is the Deputy Executive Director of Procurement and Logistics' Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Felicia Venable  
Fisher Building  
3011 West Grand Blvd.  
Detroit, MI 48202

**I. Audit**

The Supplier shall permit an authorized representative or designee, at any reasonable time, to inspect or audit all data relating to performance and billing to the District under this Agreement. Upon request of an authorized representative of the District or its designee, the Supplier shall provide copies at its expense of data related to performance and billing under this Agreement.

**II. Retention of Records**

- a. The Supplier shall maintain all financial data, supporting documents and all other records relating to performance and billing under this Agreement in accordance with Michigan and Federal law, and in no case less than five (5) years. The retention period starts from the date of submission of the final payment request. Supplier shall protect data adequately against fire other damage.
- b. Supplier shall maintain at a minimum, the following data:
  - i. A log and a file of time sheets for authorized hours worked by Supplier's employees and its Subcontractor's employees under this Agreement. The log must include but shall not be limited to the following information: (1) Name and title of the employee; (2) Subcontractor providing employee, if applicable, (3) the dates and hours worked, (4) description of the work performed, (5) license, if applicable and (6) work authorization.
  - ii. A log and a file of original invoices for all authorized Reimbursable Expenses incurred by Supplier and its subcontractors in performing work authorized under this Agreement. The log must include but shall not be limited to the following information: (1) the party incurring expenditure (Supplier or name of Subcontractor), (2) date of the expenditure, (3) the purpose of the expenditure, (4) description of goods or services

purchased, (5) price of the expenditure and (6) work order number which said expenses were incurred.

----- End of Section E -----

**SECTION F  
DELIVERIES OR PERFORMANCE**

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

Below is a list of deliverables and time requirements for the initial plans:

**Quality Control Program**

|   |  |
|---|--|
| Quality Control Management Plan         | Within 60 days of contract start date      |
| Updated Quality Control Management Plan | Within 60 days of facility transition date |

**Safety Program**

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Quality Control Management Plan | Within 30 days of contract start date |
| Hazardous Waste Management Plan | Within 60 days of facility transition |

**Facility Transition Plan**

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Quality Control Management Plan | Within 30 days of contract start date |
|---------------------------------|---------------------------------------|

**Master Maintenance Plan**

|                    |   |
|--------------------|---|
| Initial Assessment | Within 60 days of facilities transition date  |
| Final Draft        | Within 90 days of facilities transition date  |
| Final Plan         | Within 120 days of facilities transition date |

**Roof Management Plan**

|                      |                                       |
|----------------------|---------------------------------------|
| Roof Management Plan | Within 60 days of contract start date |
|----------------------|---------------------------------------|

The primary place of performance of the services is the Detroit Public Schools Community District. The typical school building hours of operation are from approximately 6:00AM to 6:00PM continuously Monday through Friday except on District observed holidays and days of early dismissal in which students are dismissed. Hours of operation may vary by DPSCD location; and be adjusted seasonally, with flexible staffing to ensure building coverage and avoid any mechanical damage due to climate. In addition, the Supplier will assist with flexible scheduling and utilization of building systems to minimize the need for additional labor charges. Supplier must also have an Emergency Response Team (ERT) with 24 hours, 7 days a week and 36 days per year availability, and may use flexible scheduling to provide such coverage, provided however if extraordinary events occur, and Supplier's labor costs increase due to such occurrences, the District agrees to review Supplier's claims for additional amounts and upon approval, the Contractor Amount shall be adjusted to include such increased labor costs.

The District reserves the right to change all the work schedules with notice to the Supplier.

**End of Section F**

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

1. The Deputy Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Deputy Executive Director of Procurement. All changes must be in writing, signed by the Deputy Executive Director of Procurement.
2. The Supplier shall not assign, sell, transfer or otherwise dispose of the contract or any portion thereof or rights, title or interest therein without prior and written approval from the Deputy Executive Director of Procurement and Logistics.
3. The Supplier will not be permitted to subcontract any portion of this contract without prior written approval of the Deputy Executive Director of Procurement and Logistics. No subcontract will, in any case, relieve the Supplier of its responsibility under the contract. Written consent to subcontractor, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Supplier of any responsibility for the fulfillment of the contract. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. The District reserves the right to approve any major changes to this Agreement including the decision to release any Subcontractor to perform all or a portion of the Agreement as “self-op”.
4. Invoicing and Payment

Original Invoices shall be submitted to:

Office of Finance  
Detroit Public Schools Community District  
Fisher Building 11<sup>th</sup> Floor  
3011 W. Grand Blvd.  
Detroit, Michigan 48202

And shall conform to policies and regulations adopted by the District when developed. Invoices shall be legible and shall contain, at a minimum the following information:

- i. The Contract Number
- ii. Purchase Order
- iii. Complete Itemization of all costs
- iv. Quantifies Ordered and Installed of any parts and supplies
- v. Any Corrective Maintenance – Major Work Proposal with signature of approval
- vi. Any discounts offered to the District under the terms of the contract

A copy of the invoice shall also be forwarded to DPSCD, Department of Facilities:

- b. Detroit Public Schools Community District  
Support Services Complex, Building C  
1601 Farnsworth

Detroit, Michigan 48202  
Attn: Director of Facilities

5. Monthly invoicing shall be set forth herein. Reconciliation of expenditures shall be performed on a quarterly basis and estimated budgets/actual payments will be adjusted accordingly.

6. Subject to the withholding provisions of the contract, payment shall be made within a 30-day payment cycle after the District's receipt of a properly prepared and supported invoice.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

The supplier may employ, among others, persons who served as hourly workers to the companies that provided maintenance, custodial and engineering services to the District for the 2017-2018 school year ("Former Companies"). However, the supplier is prohibited from: (i) employing; (ii) sub-contracting; (iii) consulting with; or (iv) otherwise providing any funds gained under this agreement to the owners, co-owners, partners, principals, directors, and/or managers of the Former Companies or former employees of the District ("Prohibited Persons"). Further, the Prohibited Persons may not have any involvement or dealings with this Contract without the express, prior written consent of the District. The supplier's infraction of this special contract requirement, contract clause and/or section will be deemed a breach of contract and subject to reimbursement to the District.

----- End of Section H -----

## SECTION I GENERAL CONTRACT CLAUSES

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|      |  |
|------|--|
| I.01 | Type of Contract                                     |
| I.02 | Term of the Contract                                 |
| I.03 | Option to Extend the Term of the Contract (Reserved) |
| I.04 | Availability of Funds (Multi-Year) (Reserved)        |
| I.05 | Holidays   |
| I.06 | Compliance with Applicable Laws                      |
| I.07 | Licenses and Permits                                 |
| I.08 | Licensed Personnel                                   |
| I.09 | Criminal Background Screening                        |
| I.10 | Equal Opportunity                                    |
| I.11 | Subcontractors and Outside Consultants               |
| I.11 | Drug Free Workplace                                  |
| I.13 | Standards of Performance and Reasonable Assurances   |
| I.14 | Materials and Equipment                              |
| I.15 | Patents and Royalties                                |
| I.16 | Warranty of Services and Goods                       |
| I.17 | Adjustment and Cleaning                              |
| I.18 | Federal, State, and Local Taxes                      |
| I.19 | Removal of Employees, Agents or Subcontractors       |
| I.20 | Project Personnel                                    |
| I.21 | Photo Identification Badge                           |
| I.22 | Performance Meeting                                  |
| I.23 | Independent Contractor                               |
| I.24 | Insurance  |
| I.25 | Changes  |
| I.26 | Notices  |
| I.27 | Indemnification                                      |
| I.28 | District Restrictions                                |
| I.29 | Assignment or Transfer                               |
| I.30 | Audit, Examination and Retention of Records          |
| I.31 | Award Certificates                                   |
| I.32 | Conflict of Interest                                 |
| I.33 | Gratuities   |
| I.34 | Interest of Public Officials                         |
| I.35 | Order of Precedence                                  |
| I.36 | Confidentiality and Protection of District Property  |
| I.37 | Publicity Releases                                   |
| I.38 | Suspension of Work                                   |
| I.39 | Termination and Non-Compliance                       |
| I.40 | Insolvency   |
| I.41 | Disputes and Dispute Resolution                      |
| I.42 | Notice of Labor Disputes                             |
| I.43 | Anti-Kickback Procedures                             |
| I.44 | Pending Legal Dispute with District                  |
| I.45 | Governing Law  |
| I.46 | Supplier Authorization                               |
| I.47 | Bid, Performance Bond                                |
| I.48 | Liquidated Damages (Reserved)                        |
| I.49 | Miscellaneous  |

**I.01 Type of Contract**

This will be a Performance Base Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

**I.02 Term of Contract**

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

**I.03 Option to Extend the Term of the Contract (Reserved)**

**I.04 Availability of Funds (Multi-Year) (Reserved)**

**I.05 Holidays:**

The District observes the following Holidays:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

These Holidays are not paid days off for the Supplier or its employees. In relation to the Holidays, the Supplier will only be paid for work actually performed on the Holidays.

**I.06 Compliance with Applicable Laws**

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

**I.07 Licenses and Permits**

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal,

and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

#### **I.08 Licensed and Qualified Personnel**

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein and shall be qualified to do so and licensed if required.

#### **I.09 Criminal Background Screening**

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

#### **I.10 Equal Opportunity**

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

#### **I.11 Subcontractors and Outside Consultants**

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms

as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors' written agreement to be bound by the terms thereof.

## **I.12 Drug-Free Workplace**

1. Definitions. As used in this clause –
  - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
  - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
  - c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
  - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
  - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
  - g. “Individual” means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
  - a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The Supplier’s policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
- d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- e. Notify the Deputy Executive Director of Procurement and Logistics in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.
  - i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**I.13 Standards of Performance and Reasonable Assurances**

1. The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

1. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.

2. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

#### **I.14 Materials and Equipment**

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

#### **I.15 Patents and Royalties**

The Supplier, without exception, shall indemnify the hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### **I.16 Warranty of Services and Goods**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed, and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Deputy Executive Director of Procurement and Logistics shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Deputy Executive Director of Procurement and Logistics may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

#### **I.17 Adjustment and Cleaning**

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

#### **I.18 Federal, State, and Local Taxes**

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

#### **I.19 Project Personnel**

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Deputy Executive Director of Procurement and Logistics. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

#### **I.20 Removal of Employees, Agents or Subcontractors**

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

#### **I.21 Photo Identification Badge**

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

#### **I.22 Performance Meetings/Reports**

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution

meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

### **I.23 Independent Contractor**

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

### **I.24 Insurance**

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Office of Procurement and Logistics, Fisher Building, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
  - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
  - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
  - c. **Commercial General Liability Insurance** coverage limits in the amount of \$1,000,000.00 (One Million Dollars) per occurrence and \$2,000,000.00 (Two Million dollars) aggregate.
  - d. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$5,000,000.00 (Five Million Dollars) per occurrence and \$5,000,000.00 (Five Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject

to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11<sup>th</sup> Floor, Detroit, MI 48202.

7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.

8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.

10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.

11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

## **I.25 Changes**

1. The Deputy Executive Director of Procurement and Logistics may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Deputy Executive Director of Procurement and Logistics grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Deputy Executive Director of Procurement and Logistics.

## **I.26 Notices**

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Deputy Executive Director of Procurement and Logistics, Detroit Public Schools Community District, Office of Procurement and Logistics, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.

#### **I.27 Indemnification**

The Supplier agrees to indemnify, hold harmless and defend the School District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence of the School District, its Board of Education, or its employees.

#### **I.28 District Restrictions**

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Deputy Executive Director of Procurement and Logistics in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

#### **I.29 Assignment or Transfer**

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

#### **I.30 Audit, Examination and Retention of Records**

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (*i.e.*, at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof,

or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

### **I.31 Award Certificates**

Supplier agrees that the information provided in Section K and, specifically, the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

### **I.32 Conflict of Interest**

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
  - a. Award of the Contract may result in an unfair competitive advantage; or
  - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Deputy Executive Director of Procurement and Logistics, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District's best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Deputy Executive Director of Procurement and Logistics, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **I.33 Gratuities**

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

### **I.34 Interest of Public Officials**

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

### **I.35 Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

### **I.36 Confidentiality, Ownership and Protection of District Property**

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Deputy Executive Director of Procurement and Logistics directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

### **I.37 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Deputy Executive Director of Procurement and Logistics prior to release.

### **I.38 Suspension of Work**

1. The Deputy Executive Director of Procurement and Logistics may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Deputy Executive Director of Procurement and Logistics in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Deputy Executive Director of Procurement and Logistics in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

### **I.39 Termination and Non-Compliance**

1. Either party may, by written notice to the other party, terminate this Contract in whole or in part at any time, either for convenience (including non-availability of funding) or because of the failure of the other party to fulfill its Contract obligations, including, but not limited to, Supplier's failure to: (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice from the District, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Deputy Executive Director of Procurement and Logistics all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than 90 days) agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

#### **I.40 Insolvency**

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Deputy Executive Director of Procurement and Logistics responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

#### **I.41 Dispute and Dispute Resolution**

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Deputy Executive Director of Procurement and Logistics, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Director of Procurement and Logistics, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Deputy Executive Director of Procurement and Logistics as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Deputy Executive Director of Procurement and Logistics' decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s)

or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

#### **I.42 Notice of Labor Disputes**

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Deputy Executive Director of Procurement and Logistics.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

#### **I.43 Anti-Kickback Procedures**

(1) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.

"Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(a) means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(b) includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (2) The Anti-Kickback Act of 1986 (the Act), prohibits any person from --
  - (a) Providing or attempting to provide or offering to provide any kickback;
  - (b) Soliciting, accepting, or attempting to accept any kickback; or
  - (c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.
  
- (3)
  - (a) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
  
  - (b) When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Deputy Executive Director of Procurement and Logistics.
  
  - (c) The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
  
  - (d) The Deputy Executive Director of Procurement and Logistics may
    - (i) offset the amount of the kickback against any monies owed by the District under the prime contract and/or
    - (ii) direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Deputy Executive Director of Procurement and Logistics may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Deputy Executive Director of Procurement and Logistics when the monies are withheld.
  
  - (e) The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

#### **I.44 Pending Legal Dispute with District**

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Deputy Executive Director of Procurement and Logistics shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

#### **I.45 Governing Law**

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

#### **I.46 Supplier Authorization**

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

**I.47 Bid, Performance Bond**

The Supplier shall provide a performance and payment bond, in form and amount approved by the District, with a surety listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570), which can be viewed on the Internet at [http://fms.treas.gov/c570/c570\\_a-z.html](http://fms.treas.gov/c570/c570_a-z.html)

**I.48 Liquidated Damages (Reserved)**

**I.49 Miscellaneous**

This Contract can be extended, modified or amended only by a written agreement signed by the Deputy Executive Director of Procurement and Logistics and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any attachments or amendments hereto.

This Contract, including the attachment, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

----- **End Of Section I** -----

**SECTION J**

**LIST OF ATTACHMENTS**

Attachment A – Pricing Matrix

Attachment B – Key Performance Indicators

Attachment C – School Listing

Attachment D – Operating/Engineer Work

Attachment E – Minor Corrective Maintenance

Specification A – Cleaning and Custodial Responsibilities

**End of Section J**

Attachment A - Pricing Matrix GDI

| ZONES   | FY 2018-2019 - YEAR ONE |                |           | FY 2019-2020 - YEAR TWO |                |           | FY 2020-2021 - YEAR THREE |                |           |
|---|-------------------------|----------------|-----------|-------------------------|----------------|-----------|---------------------------|----------------|-----------|
|   | Fee Total               | # of Personnel | Unit Rate | Fee Total               | # of Personnel | Unit Rate | Fee Total                 | # of Personnel | Unit Rate |
| <b>Note:</b> Non-Salary committed Fees wherein (1) one FTE = 2080 <u>ACTUAL</u> work hours performed; the all inclusive mutually agreed upon NTE established estimated hourly rates below. Pricing may not include vacation, birthday or holiday pay. |                         |                |           |                         |                |           |                           |                |           |
| <b>Facilities Management</b> - (include titles)   | \$ 1,380,787.00         | 24             | \$27.66   | \$ 1,399,258.00         | 24             | \$28.30   | \$ 1,445,184.00           | 24             | \$28.95   |
| Facility Managers   |                         | 4              |           |                         | 4              |           |                           | 4              |           |
| Area Managers   |                         | 4              |           |                         | 4              |           |                           | 4              |           |
| Four (4) Four-person SWAT Teams   |                         | 16             |           |                         | 16             |           |                           | 16             |           |
|   |                         |                |           |                         |                |           |                           |                |           |
| <b>Maintenance</b> - (include Journeypersons)   | \$ 9,182,784.00         | 120            | \$36.79   | \$ 9,394,944.00         | 120            | \$37.64   | \$ 9,609,600.00           | 120            | \$38.50   |
| Maintenance Personnel   |                         | 36             |           |                         | 36             |           |                           | 36             |           |
| Tradesman Personnel   |                         | 34             |           |                         | 34             |           |                           | 34             |           |
| Apprentice Personnel  |                         | 34             |           |                         | 34             |           |                           | 34             |           |
| Four (4) Four-person SWAT Teams   |                         | 16             |           |                         | 16             |           |                           | 16             |           |
| Inspections   |                         |                |           |                         |                |           |                           |                |           |
| <b>Engineering Services</b> - (include engineers by licensed)   | \$ 5,519,405.00         | 78             | \$34.02   | \$ 5,629,728.00         | 78             | \$34.70   | \$ 5,759,520.00           | 78             | \$35.50   |
| Boiler Operators  |                         | 58             |           |                         | 58             |           |                           | 58             |           |
| Engineers   |                         | 20             |           |                         | 20             |           |                           | 20             |           |
|   |                         |                |           |                         |                |           |                           |                |           |
|   |                         |                |           |                         |                |           |                           |                |           |
| <b>Custodial</b> - (include Custodians and Day Porters)   | \$ 10,338,889.00        | 314            | \$15.83   | \$ 10,580,544.00        | 314            | \$16.20   | \$ 10,822,198.00          | 314            | \$16.57   |
|   |                         |                |           |                         |                |           |                           |                |           |
|   |                         |                |           |                         |                |           |                           |                |           |
| <b>Mobilization</b>   | \$ 720,000.00           |                |           | \$ -                    |                |           | \$ -                      |                |           |
| <b>Daily Operating</b>  | \$ 2,110,155.00         |                |           | \$ 2,110,155.00         |                |           | \$ 2,110,155.00           |                |           |
| <b>Capital Equipment</b>  | \$ 466,055.00           |                |           | \$ 466,055.00           |                |           | \$ 466,055.00             |                |           |
| <b>Supplier Fee (Profit)</b>  | \$ 1,468,125.00         |                |           | \$ 1,468,125.00         |                |           | \$ 1,468,125.00           |                |           |
| <b>Grand Total</b>  | \$ 31,186,200.00        |                |           | \$ 31,048,809.00        |                |           | \$ 31,680,837.00          |                |           |

Supplier shall work collaboratively with the District to reduce labor costs by established and contractually agreed upon not-to-exceed amount by paying no more than competitive rates for labor and and benefits, ensuring efficient staffing allocatins. implementing innovative worker management practices and utilizing technology and equipment to increase work accountability and productivity. Supplier agrees that the District shall only be held responsible for paying the actual cost of labor, inclusive of benefits, within the established and contractually agreed upon NE amount itemized above.

Attachment B-  
Key Performance Indicators (KPI)

| Strategic Plan - Priority      | Metric  | Frequency | Points Per Metric |                  |             |             |
|--------------------------------|---|-----------|-------------------|------------------|-------------|-------------|
|                                |   |           | 3                 | 2                | 1           | 0           |
| <b>Responsible Stewardship</b> | <b>CUSTOMER SERVICE AND SATISFACTION</b>  |           |                   |                  |             |             |
|                                | Customer Satisfaction Survey  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Custodial Cleanliness Survey  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Deliverables in Accordance with Schedule  | Schedule  | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Consistency in Service Delivery, i.e., building closures due to Supplier Negligence | Monthly   | 0 Incidents-100%  | 1-2 Incidents 0% |             |             |
|                                | <b>LABOR PRODUCTIVITY</b>   |           |                   |                  |             |             |
|                                | Number of Work Orders Completed within Five (5) Days or less                        | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Number of Work Orders Completed vs. Reported  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Engineer Monthly Completed Tasks  | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | Custodial Workforce Turnover  | Monthly   | 75% or less       | 74%-86%          | 85%-96%     | 95%-106%    |
|                                | Number of Emergency Work Orders Completed   | Monthly   | 5% or less        | 6-10%            | 16%-20%     | 21%-25%     |
|                                | Number of Preventative Maintenance Work Orders Completed                            | Quarterly | 90% or better     | 89-80%           | 79-70%      | 69-60%      |
|                                | <b>FINANCIAL RESPONSIBILITY</b>   |           |                   |                  |             |             |
|                                | Custodial Cost per Student  | Monthly   | \$220-\$260       | \$261-\$301      | \$302-\$342 | \$343-\$383 |
|                                | Maintenance Costs within Budget   | Monthly   | 90% or better     | 89-80%           | 79-70%      | 69-60%      |

3= Meets expectations  
2= Acceptable but needs improvement  
1 or below= Does not meet expectations

Attachment C: Building Assignment  
(GDI Integrated Facility Services)

| No.  | School Name   | Address                    |
|------|---|----------------------------|
| 1    | Academy of The Americas                                 | 5680 Konkel Street         |
| 2    | Adult Education Center - East                           | 13840 Lappin               |
| 3    | Adult Education Center - West                           | 16164 Asbury Park          |
| 4    | Ann Arbor Trail Magnet School                           | 7635 Chatham               |
| 5    | Banks-Williamson, Diann, Ed Center (connected to EEVPA) | 5020 Cadioux               |
| 6    | Bennett Elementary School                               | 2111 Mullane Street        |
| 7    | Blackwell Institute                                     | 9330 Shoemaker Street      |
| 8    | Brown, Ronald Academy                                   | 11530 E. Outer Drive       |
| 9    | Bunche, Ralph K. Elementary/Middle School               | 2715 Macomb Street         |
| 10   | Burns International Academy                             | 14350 Terry Street         |
| 11   | Burton International Academy                            | 2100 M.L.K., Jr. Boulevard |
| 12   | Carleton Elementary School                              | 11724 Casino Street        |
| 13   | Carson, Dr. Benjamin High School for Science & Medicine | 571 Mack Avenue            |
| 14   | Carstens Elementary/Middle School                       | 13000 Essex Avenue         |
| 15   | Carver Elementary/Middle School                         | 18701 Paul Street          |
| 16   | Cass Technical High School                              | 2501 Second Avenue         |
| 17   | Central/Durfee Campus pre-K through 12                  | 2425 Tuxedo                |
| 18   | Children's Museum                                       | 6134 Second Avenue         |
| 19   | Chrysler Elementary School                              | 1445 E. Lafayette Street   |
| 20   | Clark, J. E. Preparatory Academy                        | 15755 Bremen Street        |
| 21   | Clemente, Roberto Academy                               | 1551 Beard Street          |
| 22   | Clippert Academy  | 1981 McKinstry Street      |
| 23   | Cody (three small High Schools)                         | 18445 Cathedral Street     |
| 24   | Communication & Media Arts High School                  | 14771 Mansfield Street     |
| * 25 | Cooke Elementary School                                 | 18800 Puritan Street       |
| 26   | Davison Elementary/Middle School                        | 2800 E. Davison Street     |
| 27   | Denby High School                                       | 12800 Kelly Road           |
| 28   | Detroit Collegiate Preparatory@NWHS                     | 2200 W. Grand Boulevard    |
| 29   | Detroit International Academy for Young Women           | 9026 Woodward Avenue       |
| 30   | Detroit Lions Academy                                   | 10101 E. Canfield Street   |
| 31   | Detroit School of Arts (DSA)                            | 123 Selden Avenue          |
| 32   | Dixon Educational Learning Academy                      | 8401 Trinity Street        |
| 33   | Douglass Academy for Young Men                          | 2001 W. Warren Avenue      |
| 34   | Drew, Charles R. Transition Center                      | 9600 Wyoming Street        |
| 35   | Earhart Elementary/Middle School                        | 1000 Scotten Ave           |
| 36   | Early Intervention (Program) -- Support Building        | 4555 John C. Lodge Freeway |
| 37   | East English Village Preparatory Academy                | 5020 Cadioux               |
| 38   | Eastside Bus Terminal                                   | 10205 Mack Ave             |
| 39   | Edison Elementary School                                | 17045 Grand River Avenue   |
| 40   | Ellington, Duke Conservatory @ Beckham, William Academy | 9860 Park Drive            |
| 41   | Emerson Elementary/Middle School                        | 18240 Huntington Road      |
| 42   | Field, Moses Center                                     | 1100 Sheridan Street       |
| 43   | Gardner Elementary School                               | 6528 Mansfield Street      |
| 44   | Garvey, Marcus Academy                                  | 2301 Van Dyke Street       |
| 45   | Golightly Educational Center                            | 5536 St. Antoine Street    |
| 46   | Gompers, Samuel L. Elementary/Middle School             | 14450 Burt Road            |

Attachment C: Building Assignment  
(GDI Integrated Facility Services)

| <b>No.</b> | <b>School Name</b>                                  | <b>Address</b>           |
|------------|---|--------------------------|
| 47         | Greenfield Union Elementary/Middle School           | 420 W. 7 Mile Road       |
| 48         | Harms Elementary School                             | 2400 Central Street      |
| 49         | Henderson, Erma Academy                             | 16101 W. Chicago Street  |
| 50         | King, Martin Luther Jr. Senior High School          | 3200 E. Lafayette Street |
| 51         | Mackenzie Elementary/Middle School                  | 10147 W. Chicago         |
| 52         | Mann Elementary School                              | 19625 Elmira Street      |
| 53         | Marion Law Academy                                  | 19411 Cliff              |
| 54         | Marquette Elementary/Middle School                  | 6145 Canyon Street       |
| 55         | Mason Elementary/Middle School                      | 19955 Fenelon Street     |
| 56         | Maybury Elementary School                           | 4410 Porter Street       |
| 57         | Munger Elementary/Middle School                     | 5525 Martin              |
| 58         | Neinas Elementary School                            | 6021 McMillan Street     |
| 59         | Nichols Academy                                     | 3020 Burns Street        |
| 60         | Noble Elementary/Middle School                      | 8646 Fullerton Street    |
| 61         | Nolan Elementary-Middle                             | 1150 E. Lantz Street     |
| 62         | Pershing High School                                | 18875 Ryan Road          |
| 63         | Priest Elementary/Middle School                     | 7840 Wagner Street       |
| 64         | Robeson, Paul / Malcolm X Academy (at Hally)        | 2585 Grove Street        |
| 65         | Sampson Webber Academy                              | 4700 Tireman Street      |
| 66         | Schulze Elementary/Middle School                    | 10700 Santa Maria Street |
| 67         | Spain Elementary/Middle School                      | 3700 Beaubien Street     |
| 68         | Speech and Hearing Clinic                           | 1220 W. Canfield         |
| 69         | Thirkell Elementary School                          | 7724 14th Street         |
| 70         | Twain, Mark Academy                                 | 12800 Visger Street      |
| 71         | Vernor Elementary School                            | 13726 Pembroke Avenue    |
| 72         | Wayne Elementary School                             | 10633 Courville Street   |
| 73         | West Side Academy                                   | 4701 McKinley Avenue     |
| 74         | Western International High School                   | 1500 Scotten Street      |
| 75         | Westside Bus Terminal                               | 8145 Greenfield          |
| 76         | Support Services Complex, Building A                | 1425 E. Warren Ave       |
| 77         | Support Services Complex, Building B                | 5200 Riopelle            |
| 78         | Support Services Complex, Building C                | 1601 Farnsworth          |
| 79         | Police Headquarters                                 | 8500 Cameron             |
| 80         | Fisher Building Floors, 9,10,11,12,14 and Concourse | 3011 W. Grand Blvd.      |
| 81         | Catherine Ferguson                                  | 2370 Selden              |
| 82         | Phoenix Academy                                     | 7744 Lane                |

Attachment C: Building Assignment  
(GDI Integrated Facility Services)

| No. | School Name | Address |
|-----|-------------|---------|
|-----|-------------|---------|

| <b>Engineering and Maintenance (Custodial Services July -December 2018 only)</b> |  |                        |
|--|--|------------------------|
| No.  | School Location                              | Address                |
| 1  | Bow Elementary/Middle School                 | 19801 Prevost Street   |
| 2  | Breithaupt Career and Technical Center       | 9300 Hubbell Street    |
| 3  | Wright, Charles Lower Academy                | 19299 Berg             |
| 4  | Brewer, Beulah Cain Elementary/Middle School | 18025 Brock Street     |
| 5  | Holmes, A. L. Elementary/Middle School       | 8950 Crane Street      |
| 6  | Keidan Special Education Center              | 4441 Collingwood Drive |
| 7  | Marshall, Thurgood Elementary School         | 15531 Linwood Street   |
| 8  | Bethune                                      | 8145 Puritan           |
| 9  | Henry Ford High School/Turning Point         | 20000 Evergreen        |
| 10   | Mumford High School                          | 17525 Wyoming          |
| 11   | Golightly Horticultural Center               | Belle Isle             |

# ATTACHMENT D

## OPERATING ENGINEER WORK

### 1. ACTUATOR PNEUMATIC

Calibrate, replace parts, replace entire unit.

### 2. CONTROLS AND BUILDING SERVICE AIR COMPRESSORS

Check operation, change oil, calibrate controls, rebuild valves, change controls, rebuild valves, change controls, check motor draw, inspect tank, ensure proper blow-down, remove parts for repairs and replace same, lube as needed.

### 3. AIR HANDLERS: SUPPLY AND RETURN AIR FANS

Replace/repair manometers and draft gauges, start/stop/monitor total operation, check and change belts, check and replace bearings, change filter, clean filters, clean coils, repair minor coil leaks, check, rebuild and/or replace traps, clean housings, service repair/reset/replace all freeze stats, smoke detectors, humidity fixtures, control valves (water, steam), check motors for amp draw, check and adjust motor mounting, lube as needed, repair dampers and motors, replace damper motors, repack all steam valves and controls.

### 4. MIXING BOXES:

Check and repair/replace stats, linkage and lube, dampers for free movement, air leaks and activators.

### 5. BOILERS

Operate as per code, check controls, maintain and repair/replace controls, treat chemically, blow down, put in and take out of service, repack all valves, and call for annual inspection. Check operating and clean boilers and pumps. Change all air circulation belts

### 6. PROCESS BOILERS

Operate and maintain, repair/replace all process boilers, chemically clean annually.

### 7. CABINET HEATERS:

Put in/take out of service, calibrate/replace/repair controls, lube as needed, change belts, clean coils, change filters, service upon failure.

### 8. A/C UNITS (Absorbers, Cent, Recip and Window)

#### a. Chillers Absorbers (Maintenance)

Clean and inspect generator and absorber tubes, absorbent sprays; and evaporator, lube motor bearings; three-year overhaul; change mechanical seals, break vacuum, auxiliary evacuation, remove lithium bromide solution; evaluate tightness and vacuum integrity; vacuum leak detection and testing; removal of non-condensable; check ancillary cut out for proper operation; add inhibitor and other chemicals for proper balance; trouble shoot.

b. Chillers Absorber Machine (Solution Desolidification)

Prevent further cooling of machine, dilute lithium bromide solution, stop pump when necessary, heat exchanger and pump, if necessary till solution drains, find out reason for solidification, follow above steps till desolidified.

c. Chiller Absorbers Machine Vacuum Maintenance Repair)

Change seals, change vacuum pump, change oil, real pump valves, lithium bromide concentration, pumps, follow pump maintenance procedure, clean probes, check seal water tank and bleed seals, clean CW restrictor, clean purge CW coil, record purge tank fill time, add octal alcohol, perform vacuum test.

d. Chiller Recipitator

Check oil and refrigerator, check chilled water temperature entering and leaving cooler, check refrigerator temperature leaving condenser, check compressor pressure, check for leaks, clean condenser water and air clean expansion coil, replace filters, overhaul equipment as needed.

e. Window Units

Check for power, check controls, clean unit, mount and dismount, change filters, clean interior, straighten fins. Repair/replace components including compressor as necessary.

## **9. BOOSTER COILS**

Minor repairs, repair/replace control valves, clean coils.

## **10. BUILDING CONTROLS AND ROOM STATS:**

Calibrate, repair, replace, refit, operate, clean lines and suggest updating.

## **11. COOLING TOWERS:**

Put in/take out of service, check and replace belts and spray nozzles, lube as needed, clean, service controls, treat with chemicals, check water with standard testing procedures.

## **12. DAMPERS:**

Clean, lube, adjust linkage, replace damper motor diaphragms and motors.

## **13. FIRE ALARM SYSTEMS:**

Monitor stand-by status, reset alarms/pull stations, pull periodic test and turn in reports, reset smoke detectors, replace used heat sensors, check for proper amps, circuit and power, test line voltage, test each pull box, inspector for burned out light bulbs, inoperative-supervisory signals, arrange for testing of water flow, inspect fire extinguishers and recharge or replace as needed. Daily building inspection, re-bulb as needed.

## **14. FIRE PUMPS:**

Maintain line PSI, lube and test.

**15. EXHAUST (HOOD, TOILET, ETC.) FANS:**

Lube as needed, replace belts, couplings, bearings, check motor amps, make all motor and fan adjustments, maintain/replace grease filters, maintain motor and related components.

**16. EMERGENCY GENERATORS:**

Perform test four (4) times a year with Electricians, change room filters, maintain radiators, and other maintenance as required.

**17. GREASE TRAPS:**

Clean as needed.

**18. HEAT EXCHANGERS:**

- a. Calibrate/repair replace controls, replace valves check for leaking if necessary.

**19. HEATER (Unit Heater):**

- b. Check, calibrate, and/or change controls, clean coils, minor repairs, check and service, repair and replace motor fan assembly.

**20. PRV'S:**

- c. Calibrate, change diaphragms, change control components.

**21. PUMPS (Heat, sump condenser, etc.)**

- d. Replace when necessary, change couplings, remove, replace, rebuild pumps and remount for repairing. Seals-impellers, pull shafts for repair.

**22. RADIATORS:**

23. Repair minor leaks, replace/repair/adjust /calibrate controls valves, replace air vents, adjust for proper mounting, rebuild traps.

**24. REFRIGERATION SYSTEM:**

25. Check operation; adjust controls, clean contacts, charge some systems, repair when necessary.

**26. ROOF TOP UNITS:**

- e. Inspect heat exchangers switch over according to seasons, adjust controls, replace controls, clean coils, replace filters, service operations of units, year-round, rebuild/replace pumps, motors, fans, lube as needed, monitor operation, repair as necessary.
  - i. Check and clean all gutters
  - ii. Check and clean all downspouts
  - iii. Check and clean all splash blocks

**27. WATER COOLED (INTER AND AFTER COOLERS)**

- f. Repair/replace solenoid valves, replace plugged strainers, put in/take out of service, maintain and repair as necessary.

**28. ELEVATORS:**

- g. Release occupants from malfunction elevator and correct, check for operation/problems, put back in service or arrange for service, clear tracks and phot eye, check interlocks and safety gear.

**29. HYDRO (HOLDING TANKS):**

- h. Put in/take out of service for repairing, replace relief valves, open and clean for inspection, calibrate controls, maintain fluid level.

**30. TOILET/URINALS:**

- i. Repair Sloan valves, secure minor leaks-plunge when plugged, replace broken seats, vacuum breakers and other equipment.

**31. PLUMBING/FITTINGS:**

- j. Repair leaks with temporary patches, replace all pipes up to one inch, replace other nipples, valves, packing seats, gaskets as needed.

**32. ELECTRICAL:**

- k. Replace switches, outlets, fixtures, ballasts, motor controls, heaters, starters, reset/replace circuit breakers, fuses, all low voltage control work.

**33. TIME CLOCKS:**

- l. Reset clocks, seasonal time zone, reset bells as needed, perform routine repairs.

**34. KITCHENS:**

- m. Assist in maintenance of all kitchen equipment including exhaust fans, ovens, steam kettles, disposals, dishwashers, maintain refrigerators and freezers.

**35. LAUNDRY:**

- n. Repair, maintain washer, dryer, extractors, controls.

**36. LOCKS AND DOOR HARDWARE:**

- o. Tighten, adjust, repair, replace panic bars, knobs, spindles, hinges, hasps, door closers, stops, make minor lock repairs.

**37. GLASS:**

- p. Remove the hazard of broken glass, replace inside glass, and replace where possible, secure building where vandalism occurs.

**38. TECH CENTER, ART, SCIENCE, VOCATIONAL EDUCATION:**

- q. Assist in providing repair and maintenance of related equipment as required.

**39. LOCKERS:**

- r. Routine repairs such as handles, etc. (pop rivets).

**40. WINDOW SHADES:**

- s. Measure, order and hang.

**41. BUILDING PRINTS AND EQUIPMENT MANUALS:**

- t. Maintain in a conspicuous area in the boiler room.

**42. LIGHTS:**

- u. Gyms and auditoriums-level floors. Replace bulbs-lifts and assistance will be made available.

**43. PIPE COVERING:**

- v. Minor repairs must be coordinated with the Department of Environmental Health and Safety in accordance with AHERA. Maintain fiberglass for routine repairs.

**44. CEILING TILES:**

- w. Suspend ceiling tiles, replace tiles as needed. Minor replacements on adhesive hug tiles only.

**45. FLOOR TILES:**

- x. Remove trip hazards and coordinate needed repairs with Department of Environmental Health and Safety.

**46. GROUNDS**

- y. Check and clean catch basins grates for accumulation of trash, etc.
- z. Arrange for cleaning of catch basins that are clogged

## **Attachment E**

### **Facilities Management, Minor Corrective Maintenance**

The Supplier shall provide and maintain any/or all tools for each (if none exists) to enable custodians, facility managers and school maintenance technicians (Skilled trades) to perform routine/corrective maintenance tasks. The Supplier will also provide the employee training and quality assurance inspections to ensure property performance of the tasks and use of issued tools. All work shall be performed by Supplier employees within use of allocated labor hours.

Any work not performed with Supplier labor, must be pre-approved by the Department of Facilities and the subcontractor must have prior approval. The Supplier is still responsible for proof of competitive pricing.

The list below is not exhaustive, but merely a starting point:

#### **A. Emergency Window and Entrance Door Glass Repairs**

1. Broken (replace with plywood until replacement is installed)
2. Panes will not slide
3. Will not open or close
4. Locking device is broken or missing
5. Install emergency egress windows

#### **B. Curtain Repair or Removal**

1. Rod coming out of wall
2. Rod bent
3. Curtain off rod
4. Draw stick or cord repair/replacement

#### **C. Site and Grounds**

1. Tighten screws, bolts etc. on play structures
2. Raise and lower flags
3. Change letters on marquee signs
4. Minor repair to fencing or removing fencing to eliminate a hazards

#### **D. HVAC Mechanical System Readiness**

1. Draining and properly flushing vessels
2. Remove, clean and replacement of vessels, handholds and manhole covers
3. Clean vessel tubes (boiler chillers)
4. Cleaning and replacing building steam traps
5. Replace belts, filters, oil lubricant as needed
6. Greasing bearings
7. Clean fan housing

8. Replace thermostats
9. Minor repair or adjustments to building control linkages
10. Repair/replace leaking coils

#### **E. Minor Wall Repairs**

1. Baseboard repair/replacement
2. Wall patching/drywall installation
3. \*Minor painting
4. Mounting and hanging of pictures, paper supply dispensers

#### **F. Minor Plumbing Repairs**

1. Nozzle or drain stopped up
2. Faucet leaks or stays on
3. Repair/replace broken or missing handles
4. Repair or replace missing nozzle or drain cover missing
5. Broken soap dispensers
6. Repair water faucets to ensure flow
7. Repair stopped up toilets
8. Repair missing/broken/discolored toilet seats
9. Repair stopped up sinks
10. Repair drained stuck in closed position
11. Replace missing stopper
12. Repair mixing valves
13. Repair or replace all plumbing fixtures

#### **G. Door Repair**

1. Replace missing or broken name plates
2. Replace door signs missing or broken
3. Address squeaks
4. Locksmith Services
5. Repair/replace panic bars
6. Repair/replace doors
7. Repair/replace floors
8. Install whiteboard

#### **H. Exit Sign Repair/Replace**

1. Light burned out
2. Sign broken
3. Sign hanging
4. Sign missing

### **I. Light Replacement**

1. Globe/cover missing/broken/loose
2. Fixture broken
3. Switch cover loose/missing
4. Light burned out
5. Circuit repair and troubleshooting
6. Motor repair and replacement

### **J. Desk Repair**

1. Molding broken
2. Drawer handle missing
3. Drawer sticks/broken
4. Seating is broken

### **K. \*Flooring**

1. Replace broken/missing/damaged VCT tile
2. Replace broken/missing/damaged carpeting

\* Must be coordinated with DPSCD, Department of Environmental Health and Safety

| <b>TYPICAL CORRECTIVE MAINTENANCE (CONTINUED)</b>   |   |  |
|---|---|--|
| <b>Fire Alarm Systems</b>   | <b>Fire Suppression and Ansul Systems</b>   | <b>Fire Extinguishers</b>                            |
| 1. Annual and semi-annual testing<br>2. Minor repairs to fire panels, smoke detectors, pull stations and horns. | 1. Annual and semi-annual testing<br>2. Minor repairs to sprinkler heads and flow sensors | Annual testing and replacement of fire extinguishers |

| <b>BUILDING SYSTEMS MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO:</b>   |
|--|
| 1. Clean the boiler and refrigeration systems condenser tubes as well as other surfaces as per manufacturer's recommendations and scheduled of maintenance for these systems as outlined in industry standards.  |
| 2. Clean the smoke boxes of the boiler when required.  |
| 3. Draining and washing, refrigeration condensers, cooling towers, steam or water boilers. A clean, properly maintained, Refrigeration condenser, cooling tower, steam heating or hot water system must be drained if there is a possibility of freezing, accumulation of large amount of sludge or dirt in the case of a boiler, and the water side or drain systems for code compliance repairs or inspections.  |
| 4. Anti-freeze solutions, when used in heating/cooling systems (hydronic systems) must be tested from year to year as recommended by the manufacturer of the anti-freeze which is used.  |
| 5. Water treatment, when used in a heating/cooling systems (hydronic systems) must be tested daily to ascertain the safe operations of the system and to also ascertain maximum energy savings.  |
| 6. Water Heaters, whether or corrected to a boiler, must be back-washed periodically using valves to reserve the direction of flow through the heater. The purpose of back-washing is to reduce the amount of scale which will accumulate at the outlet side of the heater. The continued back washing process must be continued until the water is clear. The back-washing may be done frequently and the maximum interval should be determined by the water quality or flow rates. |
| 7. Fireside Correction ascertains the condition of the fireside surface of the boiler and be sure that it is thoroughly cleaned at the end of firing season. Observation of fireside surface during the firing season and signs of corrosion discovered should be reported to the District immediately. Supplier must also maintain the appropriate combustion rate to ascertain energy savings as well as safe operation of the system.   |
| 8. Ascertain that all interfacing devices for Building Management Systems are checked and properly maintained and in working condition.  |
| 9. Steam boilers should any rust appear in the water gauge glass; this is an indication of corrosion that must not be ignored. Boiler water treatment must be checked and maintained at proper strength and the vessel is not requiring large quantities of makeup water. Check and maintain return lines and other parts of the system for evidence of corrosion.   |
| 10. Check the water gauge glass regularly and repair leaks observed in the water gauge glass.  |

|   |
|---|
| 11. Maintain systems water treatment to ensure proper operation of equipment and prevention of corrosion. Also must repair monthly water treatment to each building systems; in particular boilers (both hydronic and steam). Additionally, the water treatment for health units (swimming pools and therapy pools) must be reported in accordance with the applicable local and state regulatory requirements. |
| 12. Fan bearings must be maintained in accordance to manufacturer's specifications.   |
| 13. Pumps, seals, bearings must be properly checked and maintained. Record of these checks must be maintained by the Supplier.  |
| 14. Valves must be properly checked and maintained.   |
| 15. Pneumatic controls/compressors must be maintained according to manufacturer specifications.   |
| 16. Check automated external defibrillators (AED) monthly and maintain records (AED Training Required).   |
| 17. Air filters and oil filters must be changed as required by manufacturer's specifications.   |

## Specification A

### Cleaning and Custodial Responsibilities

| The list below is not exhaustive, but merely a starting point of duties that must be completed throughout each building |   |          |          |              |   |
|---|---|----------|----------|--------------|---|
|   | AREA  | DAILY    | WEEKLY   | AS<br>NEEDED | FULL SERVICE<br><br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|   | <b>CLASSROOMS - Grades 01 thru 12</b>   |          |          |              |   |
| 1   | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled. Wash inside and out (on a minimum) annually.   | <b>X</b> |          | <b>X</b>     | <b>A</b>  |
| 2   | Spot-clean door glass to remove smudges. Full clean weekly.   | <b>X</b> | <b>X</b> | <b>X</b>     |   |
| 3   | Disinfect/clean door knobs, strike plates.  |          | <b>X</b> |              |   |
| 4   | Empty pencil sharpeners.  |          |          | <b>X</b>     |   |
| 5   | Clean and damp wipe chalkboards.  |          | <b>X</b> |              |   |
| 6   | Clean and damp wipe chalkboards trays.  |          | <b>X</b> |              |   |
| 7   | Clean/sanitize sinks within instructional areas, (i.e. science rooms, newer schools classrooms and offices)   |          | <b>X</b> | <b>X</b>     |   |
| 8   | Replenish paper products in (new only) dispensers or supply room with small qty of paper products upon request.   |          |          | <b>X</b>     |   |
| 9   | Full clean/sanitize <b>ALL</b> restrooms located within classrooms, mop floors, spot clean walls, replenish soap, replenish paper products, clean sinks, clean urinals and toilets including undercarriage and bright work. | <b>X</b> |          |              |   |
| 10  | Arrange and organize desks and tables.  | <b>X</b> |          |              |   |
| 11  | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning.   | <b>X</b> |          | <b>X</b>     |   |
| 12  | One day each week, vacuum entire classroom or rugs within.  |          | <b>X</b> |              |   |
| 13  | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.   |          | <b>X</b> | <b>X</b>     |   |
| 14  | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors. Picking up any books or debris.   | <b>X</b> |          | <b>X</b>     |   |
| 15  | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | <b>X</b> |          | <b>X</b>     |   |
| 16  | Remove graffiti and gum from desks.   |          |          | <b>X</b>     | <b>M, SA,A</b>  |
| 17  | Full mop with a neutral cleaner weekly.   |          | <b>X</b> | <b>X</b>     |   |
| 18  | Spot clean/extract carpets and area rugs  |          |          | <b>X</b>     | <b>M</b>  |

\*\*\*\*NOTE: ALL Pre K and Kindergarten rooms are to be FULL cleaned daily with the above criteria including but not limited to: full vacuum, full sweep/dust mop, full wet mop, sanitize/clean desk tops and hi/lo dusting

|    | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|----|--|-------|--------|-----------|---|
|    | <b>RESTROOMS</b>   |       |        |           |   |
| 1  | <b>ALL</b> restrooms in all areas <b>MUST be FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2  | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.   | X     |        | X         |   |
| 3  | Clean sinks and replenish paper towels.  | X     |        | X         |   |
| 4  | Remove graffiti and gum from walls and floors.   | X     |        | X         |   |
| 5  | Remove debris from ceiling (i.e. "spit" paper wads)  |       | X      | X         |   |
| 6  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request   | X     |        | X         |   |
| 7  | All <b>AM</b> custodians must police and restock restrooms at a minimum twice daily  | X     |        | X         |   |
| 8  | Sanitize and clean <b>ALL</b> toilets, urinals, sinks, and dispensers with a mild cleaning agent <b>including undercarriages and metal bright work</b>                             | X     |        | X         |   |
| 9  | Remove any rust build up and de-lime from restrooms sinks, toilet, showers and urinals or restroom components.   |       |        | X         | M   |
| 10 | Hi/Lo dust all vertical and horizontal surfaces: (i.e. stalls, sills and ledges, etc)  |       | X      | X         |   |
| 11 | Full sweep entire restroom.  | X     |        |           |   |
| 12 | Sanitize and full mop floors.  | X     |        |           |   |
| 13 | Machine scrub restrooms, wash all walls and partitions and sanitize with applicable product.   |       |        | X         | M, SM, SS, A  |

|    | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|----|--|-------|--------|-----------|---|
|    | <b>GYMNASIUMS , LOCKEROOMS, POOLS AND ATHLETIC AREAS</b>   |       |        |           |   |
| 1  | <b>ALL</b> restrooms within these areas <b>MUST be FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2  | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.   | X     |        | X         |   |
| 3  | Clean sinks and replenish paper towels.  | X     |        | X         |   |
| 4  | Dust mop/sweep gymnasium floor.  |       | X      | X         |   |
| 5  | Clean under bleachers for debris and dirt.   |       | X      | X         |   |
| 6  | Lightly mop or machine wash gym floor with a mild neutral cleaner.   | X     |        | X         |   |
| 7  | Clean and sanitize water fountains.  | X     |        | X         |   |
| 8  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.  |       |        | X         | SM  |
| 9  | All <b>AM</b> custodians must police and restock restrooms/locker rooms on a minimum <b>once</b> daily "if" the school has swim program as part of regular instruction.                  | X     |        | X         |   |
| 10 | Sanitize and clean <b>ALL</b> toilets, urinals, sinks, and dispensers with a mild cleaning agent including undercarriages and metal bright work.   | X     |        | X         |   |
| 11 | Remove any rust build up and de-lime from restrooms sinks, toilet, showers and urinals or restroom components  |       |        | X         | M   |
| 12 | Clean pool deck with mid sanitizing cleaner where instructional programs apply (not in most schools).  | X     |        | X         |   |
| 13 | Machine scrub pool deck and locker rooms.  |       |        | X         | M, SM, A  |

|   | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|---|-------|--------|-----------|---|
|   | <b>MAIN OFFICE</b>  |       |        |           |   |
| 1 | <b>ALL</b> restrooms in main must be <b>FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X     |        | X         |   |
| 3 | Clean main office and Principal entry door glass -- removing prints and smudges.  | X     |        | X         |   |
| 4 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl etc.) floors including any wood or concrete flooring.  | X     |        | X         |   |
| 5 | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning.<br>Full vacuum once a week.   | X     | X      | X         |   |
| 6 | Full mop with a neutral cleaner.  | X     |        | X         |   |
| 7 | Spot clean/extract carpets and area rugs.   |       |        | X         | <b>SM</b>   |
| 8 | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.   |       | X      |           |   |

|   | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|---|-------|--------|-----------|---|
|   | <b>COMPUTER LABS, OTHER OFFICES, RESOURCE ROOMS, MULTI-PURPOSE ROOM, HEALTH CLINICS AND MEETING AREAS</b>   |       |        |           |   |
| 1 | <b>ANY</b> restrooms within these areas <b>MUST</b> be <b>FULLY</b> cleaned and sanitized daily.<br><b>(Unless restroom is offline for repairs or deemed not in use upon Client's approval)</b> | X     |        |           |   |
| 2 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X     |        | X         |   |
| 3 | Clean sinks and replenish paper towels.   | X     |        | X         |   |
| 4 | Spot-clean door glass to remove smudges.<br>Full clean weekly.  | X     | X      |           |   |

| <b>(Continued from Previous Page)</b> |  |              |               |                  |   |
|---------------------------------------|--|--------------|---------------|------------------|---|
|                                       |  |              |               |                  | <b>FULL SERVICE</b>   |
|                                       | <b>COMPUTER LABS, OTHER OFFICES, RESOURCE ROOMS, MULTI-PURPOSE ROOM, HEALTH CLINICS AND MEETING AREAS</b>  | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>Monthly (M), Semi-Monthly(SM) Annual (A) Semi-Annual(SA)</b> |
| 5                                     | Spot vacuum carpeted rooms and area rugs (four days each week) and check for spot cleaning.  | X            |               | X                |   |
| 6                                     | One day each week, vacuum entire classroom or rugs within.   |              | X             |                  |   |
| 7                                     | Hi/Lo dusting all shelves, shades, blinds, window sills and ledges.  |              | X             | X                |   |
| 8                                     | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up any books or debris. | X            |               | X                |   |
| 9                                     | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.   | X            |               |                  |   |
| 10                                    | Full mop with a neutral cleaner weekly.  |              | X             | X                |   |
| 11                                    | Full sweep at least once weekly.   |              |               |                  |   |
| 12                                    | Remove graffiti.   | X            |               | X                |   |
| 13                                    | Spot clean/extract carpets and area rugs.  |              |               | X                | <b>M</b>  |

|   |   |              |               |                  | <b>FULL SERVICE</b>   |
|---|---|--------------|---------------|------------------|---|
|   | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>Monthly (M), Semi-Monthly(SM) Annual (A) Semi-Annual(SA)</b> |
|   | <b>CAFETERIA/COMMONS AREA</b>   |              |               |                  |   |
| 1 | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X            |               | X                |   |
| 2 | Wash out receptacles -- removing smells and soils   |              |               | X                | <b>SM, A</b>  |
| 3 | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | X            |               | X                |   |
| 4 | Full mop or machine wash with a neutral cleaner.  | X            |               |                  |   |
| 5 | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.   | X            |               | X                | <b>SM</b>   |

| <b>(Continued from Previous Page)</b> |                                      |              |               |                  |  |
|---------------------------------------|--------------------------------------|--------------|---------------|------------------|--|
|                                       | <b>CAFETERIA/COMMONS AREA</b>        | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
| 6                                     | Clean and sanitize water fountains.  | X            |               | X                |  |
| 7                                     | Sweep and mop stage (if applicable). |              | X             | X                |  |
| 8                                     | Remove graffiti.                     | X            |               | X                |  |
| 9                                     | Sanitize and wash lunchroom tables.  | X            |               |                  |  |
| 10                                    | Set up and take down lunchroom.      | X            |               |                  |  |

|  | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br><b>Monthly (M),</b><br><b>Semi-Monthly(SM)</b><br><b>Annual (A)</b><br><b>Semi-Annual(SA)</b> |
|--|---|--------------|---------------|------------------|--|
| <b>CORRIDORS/ HALLWAYS/ENTRANCE WAYS</b> |   |              |               |                  |  |
| 1  | Clean and sanitize water fountains.   | X            |               | X                |  |
| 2  | Remove graffiti.  | X            |               | X                |  |
| 3  | Clean both sides of the glass at main entrance(s).  | X            |               | X                |  |
| 4  | Clean outside glass of display case.  |              | X             | X                |  |
| 5  | Clean inside display cases upon request.  |              |               | X                |  |
| 6  | Hi dust locker tops.  |              | X             |                  |  |
| 7  | Clean and sanitize locker fronts.   |              |               | X                | <b>SM</b>  |
| 8  | Clean out lockers at end of school year.  |              |               | X                | <b>A</b>   |
| 9  | Spot-clean walls, doors, and ledges daily.<br>Full clean/wash (10) ten ft. and below as needed or upon request.   | X            |               | X                | <b>SM</b>  |
| 10                                       | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X            |               | X                |  |
| 11                                       | Wash out any corridor/hallway receptacles -- removing smells and soils.   |              |               | X                | <b>M, A</b>  |
| 12                                       | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | X            |               | X                |  |
| 13                                       | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | X            |               |                  |  |
| 14                                       | Full mop or machine wash with a neutral cleaner .   |              |               | X                |  |

| <b>(Continued from Previous Page)</b> |  |              |               |                  |  |
|---------------------------------------|--|--------------|---------------|------------------|--|
|                                       | <b>AREA</b>  | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
| 15                                    | Sweep or vacuum entry or corridor matting.   | X            |               | X                |  |
| 16                                    | Change out mats.   |              |               | X                |  |
| 17                                    | <b>Semi Annually, upon request or during any breaks strip/restore, screen and re-seal, top scrub, machine scrub floors and apply finishing criteria outlined in FLOOR CARE section</b> |              |               | X                | <b>SA, A</b>   |

|                                 | <b>AREA</b>   | <b>DAILY</b> | <b>WEEKLY</b> | <b>AS NEEDED</b> | <b>FULL SERVICE</b><br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---------------------------------|---|--------------|---------------|------------------|--|
| <b>STAIRWELLS AND ELEVATORS</b> |   |              |               |                  |  |
| 1                               | Remove graffiti   | X            |               | X                |  |
| 2                               | Dust mop or sweep any hard surface (VCT, terrazzo, rubber, marble, forbo vinyl, etc.) floors including any wood or concrete floors.<br>Picking up all debris. | X            |               | X                |  |
| 3                               | Spot-mop floors with a neutral cleaner daily, especially during inclement weather, after parties or special use.  | X            |               |                  |  |
| 4                               | Full mop stairwells and elevators.  |              | X             | X                |  |
| 5                               | Full vacuum elevator or stairwells.   |              | X             |                  |  |
| 6                               | Polish stainless steel elevator cab walls.  |              | X             | X                | <b>M</b>   |
| 7                               | Full clean/wash walls (10) ten ft. and below as needed or upon request.   |              |               | X                | <b>M</b>   |
| 8                               | Empty all waste receptacles daily, damp wipe receptacles and replace plastic liners when soiled.  | X            |               | X                |  |

|   | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|---|-------|--------|-----------|---|
|   | <b>FLOOR CARE-ANY HARD SURFACE FLOOR (ALL APPLICABLE SCHOOL FLOORING TYPES)</b>   |       |        |           |   |
| 1 | <b>Semi Annually, upon request or during any breaks strip/restore, screen and re-seal, top scrub, machine scrub ALL classrooms, offices, restrooms, corridors, stairwell landings, stages, locker rooms, gym, cafeteria/commons area, entryways, auditoriums.</b>   |       |        | X         | SA, A   |
| 2 | Expectation is that floors and base molding shine or are bright and clean, (i.e. no buildup in corners, edges, on kick-plates or along walls etc.)  |       |        | X         | SA, A   |
| 3 | During annual "summer" clean up all furniture is expected to be removed from every room in all DPS schools and buildings with few exceptions.   |       |        | X         | SA, A   |
| 4 | Minimal floor finish to be applied after <b>completely stripping</b> a classroom, office cafeteria, auditorium, stairwell landings etc. is <b>(4) four coats</b> .  |       |        | X         | SA,A  |
| 5 | Minimal floor finish to be applied after <b>top scrubbing</b> a classroom, office cafeteria, auditorium, stairwell landings etc. is <b>(2) two coats</b> . Top scrubbing and re-coating should only be done where there is no build up of old finish, dirt and debris.  |       |        | X         | SA,A  |
| 6 | Minimal floor finish to be applied after <b>completely stripping</b> a corridor/hall or any "high" traffic area is <b>(6) six coats</b> .   |       |        | X         | SA,A  |
| 7 | Minimal floor finish to be applied after <b>top scrubbing</b> a corridor or any "high" traffic area is <b>(2) two coats</b> . Top scrubbing and re-coating should only be done where there is no build up of old finish, dirt and debris.   |       |        | X         | SA,A  |
| 8 | <b>GYMNASIUM FLOORS and Auditorium stages</b> - only newer gymnasium floors and stages installed after the year 2000 or <b>recently sanded/re-sealed older school gym floors</b> will be properly screened and re-sealed by adequately trained custodial personnel in the 1 <sup>st</sup> contract year. With a <b>minimum of (2) two coats of oil or water based gym floor sealer. Prior</b> to sealing floor DPS must approve the product used to ensure the proper product is being applied. |       |        | X         | A<br><br>Locations will be identified and approved by both DPS and Contractor     |
|   | (Continued from Next Page)  |       |        |           |   |

| (Continued from Previous Page) |   |       |        |           |   |
|--------------------------------|---|-------|--------|-----------|---|
|                                |   |       |        |           | FULL SERVICE  |
|                                | FLOOR CARE-ANY HARD SURFACE FLOOR<br>(ALL APPLICABLE SCHOOL FLOORING TYPES)   | DAILY | WEEKLY | AS NEEDED | Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA)             |
| 9                              | All "OLDER" gym floors will be re-finished or screened and re-sealed upon request initially – and then on an as need basis thereafter.<br><b>Prior</b> to sealing floor DPS must approve the product used to ensure the proper product is being applied. A <b>minimum of (2) two to (3) three coats</b> depending on product used and how gym is utilized day to day. <b>(Some schools utilize these areas as both cafeterias and a gymnasiums)</b> |       |        | X         | A<br><br>Locations will be identified and approved by both DPS and Contractor |

|               | AREA  | DAILY | WEEKLY | AS NEEDED | FULL SERVICE |
|---------------|---|-------|--------|-----------|--------------|
|               | MONTHLY (M)<br>SEMI-MONTHLY(SM)<br>ANNUAL (A)<br>SEMI-ANNUAL(SA)  |       |        |           |              |
| <b>GROUND</b> |   |       |        |           |              |
| 1             | All grounds should be policed by both AM and PM shifts.   | X     |        | X         |              |
| 2             | Staff is expected to inspect grounds for any safety hazards and report findings to Facility Manager, Administrator or enter a work order.   |       | X      |           |              |
| 3             | Empty any exterior waste receptacles and replace plastic liners when soiled or full.  | X     |        | X         |              |
| 4             | Police and clean around dumpsters.  | X     |        | X         |              |
| 5             | All custodians are expected to remove snow and apply ice melt to all walkways, entrance ways and sidewalks leading to and from DPS buildings. <b>(Snow is the "priority" above all cleaning functions during the AM shift only)</b> | X     |        | X         |              |

|   | AREA   | DAILY | WEEKLY | AS NEEDED | FULL SERVICE<br>Monthly (M),<br>Semi-Monthly(SM)<br>Annual (A)<br>Semi-Annual(SA) |
|---|--|-------|--------|-----------|---|
|   | <b>MISCELLANEOUS</b>   |       |        |           |   |
| 1 | Assist Facility Manager with light bulb replacement within approved ladder height limit.   |       |        | X         |   |
| 2 | Internal furniture moves, board set ups, special meeting set ups.  |       |        | X         |   |
| 3 | Remove small dead rodents accordingly to the guidelines of DPS's (IPM) program.  |       |        | X         |   |
| 4 | Receive tailgate deliveries and assist with distribution if needed.  |       |        | X         |   |
| 5 | Assist in maintaining paper products inventory, storage, and disbursement.<br>Supply Facility Manager (bi-weekly) with accurate "case-on-hand" counts to for submission to DPS Custodial Operations. |       |        | X         |   |
| 6 | Report any health, vandalism, life and safety issues to Facility Manager and Administration daily.   | X     |        | X         |   |
| 7 | Keep receiving and storage areas clean and free of debris.   |       | X      | X         |   |
| 8 | Accommodate Administrator or Designee with facility related requests.  |       |        | X         |   |

|  |   |   |
|--|---|---|
| <b>DETROIT<br/>PUBLIC<br/>SCHOOLS<br/>COMMUNITY<br/>DISTRICT</b><br><br><b>Office of Procurement and Logistics</b><br>Fisher Building 11 <sup>th</sup> Floor<br>3011 West Grand Blvd.<br>Detroit, MI 48202 | <b>Section A</b><br><b>Contract Cover Page<br/>&amp; Signatures</b> | <b>1. Contract No.:</b><br>19-0035                        |
|  |   | <b>2. ITB/RFP No.:</b> 18-0077                            |
|  |   | <b>3. Contract Title:</b><br>Facilities Management        |
|  |   | <b>4. Contract Amount:</b><br>\$ 72,465,577               |
|  |   | <b>5. Contract Term:</b><br>July 11, 2018 – June 30, 2020 |

**6. Supplier Name:** GDI Integrated Facility Services  
**Address:** 24300 Southfield Rd., Ste. 220  
**City/State/Zip:** Southfield, MI 48075  
**Contact:** John Tamas **Telephone:** 248-727-8060 **Email:** john.tamas@gdi.com

**7. Contract Table of Contents:**

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**8. Signature of Authorized Supplier Representative:**

\_\_\_\_\_  
 Signature Date Signed

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**9. Signature of DPSCD:**

\_\_\_\_\_  
 Signature Date Signed

Print Name: Nikolai P. Vitti, Ed.D.

Title: Superintendent

## **SECTION B SCHEDULE**

The Supplier shall provide all personnel, equipment, tools, equipment, vehicles, supervision and other items and services necessary to perform all services, tasks and functions defined in this contract. The Supplier shall provide guidance and coordination with the District to ensure effective and economical operation of all facility activities. Work can include: dispatching, property maintenance, operations, management services, custodial services, engineering service, planning, programming and minor design and execution services and emergency services.

The District may periodically request the Supplier to perform work that is not specified in this contract. Any such work will be classified as “in-scope” and a billable expense according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be pre-approved in writing by the District’s designee.

If the District closes a building during the term of this contract, the contract will be reduced by the assigned personnel and maintenance costs to such closed building(s).

The District reserves the right to negotiate reductions in frequency and/or scope to reduce costs if it deems it is necessary. Such reductions shall be agreed upon by both parties.

### **Capital Equipment**

A not to exceed amount has been added to this contract, to be amortized over the period of the contract. Notwithstanding anything contrary contained herein, in the event this agreement is terminated prior to the expiration of the second contract year, Supplier shall have the right in its sole discretion to require the District to purchase such capital equipment for an amount equal to the unamortized amount of the actual cost of such capital equipment.

The Supplier shall provide support documentation substantiating the cost of labor and materials with its submission of its monthly invoices. The Supplier shall list supplier fees as an itemized invoice making such fees separately identifiable in the billings).

The **ACTUAL** cost for parts required for maintenance and repairs shall be invoiced (net of rebate and sales tax) separately to the District, and the District shall pay such verified amounts in addition to the contract amount. No mark-ups on labor, equipment, parts or supplies will be allowed.

### **Performance-Based Compensation**

The Supplier’s performance will be reviewed collaboratively with the District on a quarterly basis during each contract year. The District will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

The Performance-Based Compensation Plan will be used to assess the Supplier’s performance when determining the amount of the Performance-Based Compensation earned. The base contract segregates the Supplier’s profit margin from other cost. The profit margin is put into the Performance-Based Compensation pool and can be earned in whole or in part. The Performance-Based Compensation is earned profit and should not in any way be considered a bonus or gift. The

Performance-Based Compensation plan addresses those performance evaluation areas that are under the control of the Supplier's management and area viable for evaluation. If, after final quarterly review of each contract year, Supplier receives a cumulative scorecard of 90 percent or better, the Supplier shall be paid the full ¼ of its profit for that quarter. If the Supplier receives a cumulative scorecard rating of less than 90 percent, the Supplier shall be paid less 10 percent of one-third 1/3 profit to be paid that quarter. If the Supplier does not receive a scorecard of 80-85 percent, the District shall retain the Profit amount owed for the quarter.

The parties shall meet quarterly with DPSCD Department of Facilities and Procurement and Logistics and the Supplier shall provide documentation of **ACTUAL** hours performed by labor category and associated costs. The parties shall adjust in staffing levels to ensure that performance requirements are met, and labor costs are reduced as much as possible. Any reduction in labor hours will be reconciled during each quarter and a credit will be issued to the District.

Quarterly Business Reviews (Supplier Performance) meetings are set forth as follows:

- July through October meeting to be held no later than the second week in November
  - November through February meeting to be held no later than the second week in March
  - March through June meeting to be held no later than the second week in July
- i. Feedback to the Supplier for deficiencies will be done as they are identified. Deficiencies will be identified verbally or in writing. The Supplier will have the opportunity to correct the deficiencies in a timely and responsive manner. The deficiencies will be forwarded to the contact identified by the Supplier.
  - ii. Before an evaluation period is started, the District may unilaterally modify the applicable criteria or place emphasis on an evaluation area. The Supplier will be notified of these changes in writing prior to the start of the applicable period and the Key Performance Indicators (KPIs) will be modified accordingly. Unless the District gives the Supplier specific written notice of any changes to evaluations areas five (5) days prior to the start of a new evaluation period, the same evaluation criteria and weights listed for preceding period will be used in subsequent periods.
  - iii. Unearned Performance-Based Compensation for prior evaluation period will not be carried over to subsequent evaluation periods and will not be able to be earned later during the contract period.

### **PRICING**

Pricing is all-inclusive of labor, materials, supplies, travel or any other necessary items. The pricing does not include overtime. Overtime will not be paid under this contract. The pricing for this contract is set forth in the Not-To Exceed Pricing Schedule, attached as Attachment A.

### **End of Section B**

## **SECTION C SCOPE OF SERVICE**

Supplier agrees to provide the goods and services described below in accordance with the standards and the schedules set herein. Supplier shall insure that the facilities are maintained in

accordance with the standards set forth in the Performance Metrics, attached as Attachment B. Omissions by the District in such providing specifications shall not abdicate the Supplier's obligation per this contract to maintain buildings in accordance with industry standards.

The Supplier shall be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The Supplier will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition as further outlined in this contract. The services of the Supplier are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent and careful manner so as to manage and supervise the operation, cleaning, and maintenance and servicing of school buildings and ancillary buildings in a manner that is comparable to or better than that generally found in surrounding school districts in Michigan and of districts of comparable size throughout the United States. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable codes and regulations. The Supplier will be obligated to operate, repair, replace and maintain in good repair and condition, throughout the term of this contract, including but not limited to the following:

## **I. CUSTODIAL SERVICES**

The Supplier must provide for complete custodial services of the District's facilities (educational and administrative buildings) in accordance with applicable health and sanitation standards and to support the District's goals about sanitation, public relations, and maintenance of the physical facility. Supplier must provide all necessary labor, tools, materials, supervision, cleaning agents, disinfectants, sanitizers, germicides, floor finishes/sealers and cleaning equipment for performing to the custodial specifications outlined.

The District owns and operates school buildings that specialize in culinary arts and construction trades training of students and adults. These buildings require cleaning in accordance with industry standards for such specialized use(s) of space.

Supplier shall provide to the District for its approval quality assessment procedures and a custodial reporting system that includes:

### **a. Coordinated Training on Cleanliness**

- i. The Supplier and District agree to cooperatively and jointly craft an agreed upon definition/determination of what cleanliness is and/or looks like.
- ii. The Supplier agrees to train building principals and/or leaders on how to conduct a walk-thru to assess cleanliness ("Walk-Thru").
- iii. The Supplier and District will jointly create an evaluation tool for use by the Supplier, District and/or principals when conducting Walk-Thrus ("Walk-Thru Evaluation Tool").
- iv. Principals will conduct weekly Walk-Thrus and completion of the Walk-Thru Evaluation Tool.

**b. Weekly or Monthly Reporting**

- i. Weekly electronic cleanliness quality assessment report by school and area
- ii. Minimal monthly cleanliness quality assessment report done in conjunction with District representative or District school administrator for each District location for which an electronic or handwritten sign-off is obtained
- iii. Monthly vandalism report tracking number of incidents by school/building
- iv. Bi-weekly paper product consumption report (paper towel & toilet paper) by school/building

**c. Quality Assurance Program**

- i. Continuous quality monitoring for early detection and resolution of issues
- ii. A twenty-four (24) to forty-eight (48) hour customer complaint turnaround quality assurance guarantee (where applicable)

**d. Clean Bathroom Initiative/Hotline**

- i. The Supplier agrees to support the District's clean bathroom hotline initiative by responding to, and remediating, within a one (1) hour reports/complaints of spills, no soap, uncleanliness, untidy conditions, missing dispensers, no or low paper products, *etc.* in bathrooms.
- ii. The Supplier shall remedy egregious conditions on an immediate, emergency basis. Such conditions include but are not limited to vomit, blood, *etc.*

**e. Custodial Ratification Plan for failing schools that includes the following:**

- i. Define and Describe the Problem: Specify the problem by identifying in quantifiable terms: (*i.e.*, who, what, where, when, why, how, and how many) for the problem.
  - ii. Develop and Implement Immediate Containment Plan to address the issue: Define and implement containment actions to isolate the problem from the customer.
  - iii. Determine the Root Causes: Identify all applicable causes that could explain why the problem has occurred.
  - iv. Implement and Validate Corrective Actions: Define and implement the best corrective actions, after obtaining approvals from both the customers and the District.
  - v. Take Preventive Measures: Modify the management systems, operation systems, practices and procedures to prevent recurrence of quality issue and all similar problems, if required/approved by the District.
- f.** Provide a comprehensive floor cleaning program and all required floor cleaning and floor maintenance equipment.
- g.** Supplier must know and ensure that all its purchased cleaning chemicals, supplies, equipment and tools align with all local, state, and federal regulations and guidelines.

**II. ENGINEERING SERVICES**

The Supplier must provide building engineering services in accordance with the local ordinance to operate boilers and mechanical systems and in accordance with specifications herein. These services include all labor, supervision, supplies and tools to operate and maintain boilers in District operated buildings. Building Engineers/Boiler Operators must be licensed by the City of Detroit in accordance with the equipment in each building s/he is to operate.

The Supplier must provide annual proof of licensing of each Operating Engineer assigned to work under this contract. The operating engineer/employee must maintain licensing for the duration of this contract. All Operating Engineers must post his/her license at their assigned work site.

Each assigned Operating Engineer must maintain a log book of his/her daily duties and accomplishments, including arrival and end time, changes in schedule, any visitors to the boiler room, inspections and contractors. These daily notes must include any notes on the operation of equipment and any problems which will be needed to troubleshoot repairs.

Services include but are not limited to operation of boilers during heating season, break-down of boilers in the summer for local inspection, changing of filters, chemical application, changing of filters, changing of traps and operations of cooling systems during summer months.

Service delivery in this area is expected to include small repairs (, i.e., repair of door knobs, locks, desks, small furniture assembly, etc.).

**a. Pool Operator Certification**

The Supplier must provide at least one employee who is trained and licensed as a Certified Pool Operator. This /these person(s) must be onsite and trained in emergency shutdown, pool check and water testing/balancing and recordkeeping for public swimming pool facilities. The Supplier agrees to follow all applicable state, county and federal laws, rules, and regulations regarding public swimming facilities. This/these employee(s) must be a Certified Pool Operator (CPO). Evening or weekend work may be required at the agreed upon rate for Community Use.

**b. Licenses and Permits**

The Supplier shall obtain at its own expense any and all necessary licenses and permits to provide the services specified in this contract (*i.e.*, boiler operator, pool operator, chauffeur's license, etc.).

**III. ROUTINE MAINTENANCE AND REPAIR SERVICES**

The Supplier will provide safe and well-maintained facilities which include:

- a.** Maintenance of all facility doors, windows, roofs and means of fire egress
- b.** Routine review of normal and emergency power supplies
- c.** Recommendations to administration concerning life safety procedures
- d.** Maintenance of facility equipment and structures to ensure a safe environment
- e.** Maintenance of grounds, parking lots and playscapes to ensure a safe environment.

- f. Maintenance of building systems (*i.e.*, boilers, chillers, cooling towers, water back-flows preventers, swimming pools, deaerators, VAV boxes, *etc.*) in full compliance with the code and to ensure a safe environment
- g. Corrective and Preventative maintenance of mechanical systems
- h. Assistance with long-range capital and maintenance planning and budgeting
- i. Small repairs (*i.e.*, repair of door knobs, locks, desks, small furniture assembly, *etc.*).

#### IV. LOCKSMITH SERVICES

The Supplier will be required to provide locksmith services, as outlined below, based on the specific facility transfer, if applicable. The Supplier shall maintain a master key inventory and a key control system. The key control process may include, but not be limited to buildings, offices, classrooms and lockers. There will be differing types of key systems in place depending on the school and/or office building. All references to keys shall include key cards.

The Supplier shall: (i) secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to DPSCD facilities; (ii) provide locksmith services to maintain locks, panic hardware, mechanical ciphers and real property installed vaults; (iii) install lock cores for all newly constructed or renovated facilities; (iv) provide vault combination change training to customers with combination vaults; and (v) re-key locks and systems when deemed and approved necessary to ensure security.

##### a. Supplier Employee Key Control and Building Security

The Supplier shall ensure that keys/key cards issued to the Supplier by the District are not lost or misplaced and are not used by unauthorized persons. The Supplier shall: (i) re-key locks when keys or key cards are lost or misplaced or otherwise compromised through Supplier negligence at no cost to the District; (ii) immediately report lost or duplicate keys to the District; and (iii) prohibit the use of District issued keys by any persons other than the Supplier's employees. Only the Supplier's employees engaged in the performance of assigned work or assigned to personnel authorized entrance(s) by the District shall be granted access to locked areas.

The District shall assign alarm codes for each school. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Supplier to new employees. Notification to the District shall be immediate with the reassignment or termination of any individual who has been assigned keys or alarm code. Each employee will be required to sign for his/her exterior door keys. At no time shall copies be made of any keys issued (interior keys).

All lost building keys assigned to the Supplier, (whether interior or exterior keys), must be reported to the District within 24 hours of discovery of the loss.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Supplier, the cost will be deducted by the District from the monthly payment to the Supplier. This includes the cost of the door core replacement.

The Supplier is prohibited from lending District building keys to anyone. The Supplier and its employees/subcontractors are also prohibited from leaving key rings in janitor closets or from lying on custodial carts or otherwise out of their possession.

**b. Property Protection**

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

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

All keys assigned to a Supplier's employees shall be returned to the District's designee when the Supplier's employee's assignment at a school ends. All keys shall be returned to the District's designee at the termination of this contract.

**c. Property Damage**

The Supplier shall inform the applicable Principal and Operations designee of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Supplier's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Supplier shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment and/or contents caused by the Supplier's employees.

**d. Improper Securing of District Buildings**

The Supplier must properly secure building. If it cannot do so, it must provide notice to the Operations Management Team or DPSCD Police Department of a reason why a building cannot be properly armed. Failure to properly secure or provide notice as described above will result in a non-compliance penalty of \$250 per incident which shall be deducted from the next monthly payment. If any damages, vandalism or theft is sustained to a District property due to Supplier's employees' not properly securing a building without such notice as described above, the Supplier must reimburse the District for such damages.

**VI. PREVENTATIVE MAINTENANCE**

The Supplier shall develop and manage a well-defined Preventative Maintenance Program that considers all maintenance, is based on system condition or performance and achieves the District's goal of maintaining facility quality while reducing life-cycle costs.

The Supplier shall perform Preventative Maintenance tasks that are pre-planned and pre-approved as part of the Supplier's Maintenance Engineering plan. It is the intent of the school district to have the Supplier to perform most of this work within its assigned facilities. The school district reserves the right to inspect and perform these tasks as desired. These tasks once approved by the school

district will be performed by the Supplier. All preventative maintenance tasks are direct reimbursable work for materials and equipment at no mark-up. Preventative Maintenance is outlined in the District's Facility Management Software.

## **VII. CORRECTIVE MAINTENANCE – MAJOR WORK**

Major Work are those tasks excluding Preventative Maintenance which exceed \$3,000 but normally have a total cost less than \$100,000. It is the intent of the District to have the Supplier perform Major Work for any of its assigned facilities. The District reserves the right to have other contractors perform these tasks as desired. The District or the Supplier or its subcontractor will provide an estimate for each Major Work. The estimate is to include all labor, material and other directly related costs not including overhead. The Supplier must provide proof of competitive pricing.

Major Work between \$20,000 and \$100,000 will be performed under a separate authorization and will be considered within the scope of this agreement. The District may negotiate with the Supplier for these services and, if it is in the best interest of the District, the Supplier will perform the services based upon negotiated terms and conditions. These will normally be fixed priced projects and not included in the Management Fee and Performance Compensation of this contract.

## **VIII. PARTS AND SUPPLIES**

The Supplier shall purchase and manage all materials, equipment and subcontractors to be used in the performance of this contract. The Supplier is required to demonstrate that the source of the purchase is in the best interest of the school district based on cost, delivery date and quality of material/services provided. All purchasing records of the Supplier for materials used in the performance of the contract will be available for review by the school district upon request. Furthermore, all materials/equipment to be replaced shall be new or re-manufactured (must be approved by the school district) and shall be manufactured by a reputable manufacturer. All substitutes for original manufacturer's equipment related to the upgrading of equipment shall be Energy Star compliant, if available.

- a.** Supplier purchasing, and invoicing of parts and supplies shall meet the following requirements:
  - Supplier will invoice actual cost of all parts purchased for repair work
  - Supplier shall ensure that repair parts are purchased through a competitive process and at fair market value
  - Supplier will not add or mark-up the cost of parts purchased
  - Supplier will provide supporting documents, including supply contracts and evidence of competitive pricing and any other requested information upon reasonable request and not less than annually to the District for its annual audit to verify compliance with invoicing and competitiveness.
  
- b.** Supplier will be required to maintain an accurate, secure, efficient and auditable real time inventory system that tracks parts and materials from acquisition to installation using the District's inventory module in the District provided Computer Maintenance Management System 9CMMS) currently known as "Schooldude". Supplier shall

provide periodic reports of parts and materials inventory to the District upon reasonable notice.

- c. The Supplier will also provide for the management and control of parts, supplies and equipment used in the performance of duties under this contract.
- d. Material charges to work tasks will be based on the actual cost, or on an approved material cost issuing system. Individual items valued at \$20 or more will be itemized on cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft (*i.e.*, electrical consumable) provided the total per job does not exceed \$500. The school district reserves the right to change the dollar amounts for items considered consumables at any time.

The Supplier shall manage and charge all material costs to a work order using Schooldude. It is the intent of the District that the Supplier shall create work orders for all work performed by its building engineers, trades and subcontractor. All purchased materials must be reflected in inventory required for the performance of the contract. The Supplier shall not charge the school district for any materials until the materials are utilized for a specific task.

## **IX. FACILITIES MANAGEMENT SOFTWARE**

The Supplier Shall use Schooldude for all maintenance, custodial and inventory management under this contract including work order creation, management, generating reports, tracking labor hours and material costs, measuring efficiency, communicating with Principals and District administration and for scheduling equipment inspections. The resulting database will remain the ownership of the District.

The system will provide for the on-line tracking of work activities, including the creation of both preventive maintenance and corrective work orders, the addition and removal of equipment, and scheduling of new equipment for inspection. The Supplier will be responsible for conducting and maintaining an equipment inventory, which includes all electrical/mechanical equipment utilizing Schooldude. This inventory is to be stored and utilized on-site and for the sole purpose of the operation of the preventive maintenance program. The system should also have an event and space management component. The system provided will include quality control capabilities and in-house software support. In addition, it is recommended to have multiple data entry capability in a network environment and have Web access. The following reporting capabilities are just an example of the reporting functions that the District desires.

The District's expects the Supplier's management to ensure all work is properly authorized and prioritized, school leaders and Operations Management are well informed and provide the data needed to support the planning and programming of the District's mission. The Supplier shall ensure that it provides documentation for coordination, cost control, job progress, equipment repair records and closeout control. The Supplier shall also track work order requests in the District's facilities management software until the work is functionally completed and report the following:

- a. Backlog
- b. Costs Associated with Completed Work Orders
- c. Percent of Scheduled Work Orders Completed
- d. Percent of Open Work Orders

- e. Percent of Work Orders Completed by Labor Category
- f. Status of Preventative Maintenance Service Orders
- g. Equipment preventive maintenance;
- h. Equipment cost histories;
- i. Employee activity summaries;
- j. Quality control results

The Supplier shall provide updates for equipment history files of completed work orders for all machines and equipment individually identified as an asset. Updates shall include causes for failures and repairs made. Provide diagnostic records, such as CSD-1 Testing, water treatment analysis and steam trap testing results.

The Supplier shall provide work reception and dispatch function twenty-four (24) hours a day, seven (7) days per week. The Supplier shall ensure all work is recorded in the District's facility management software. This will include all labor hours by the Supplier's employees and subcontractors, material/supply costs and special equipment costs.

The Supplier shall functionally close out all work within five (5) business days. The work will not be considered complete until all required data entry work and other administrative requirements are completed. This includes reporting all changes to fixed assets and recording all costs, materials, equipment, subcontracted work, etc. in the facility management software. Work cost shall be loaded into the facility management software within one (1) business day of the work being performed unless this requirement is specially not required for the task.

Training, operating instructions, operating manuals, warranties will be provided to the District no more than 30-days after purchase for all new equipment and systems installed as part of the work. The Supplier shall comply with all federal, state and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws, codes, manufacturer's recommendations and accepted industry standards. District policy, regulations and specifications will apply as developed.

Standing Work Orders are those tasks that are recurring or report preparation in nature but no Preventative Maintenance. These Work Orders will be issued for specific tasks or series of tasks for a set period. Employee labor rates, parts and supplies and number of hours dedicated to a Work Order is required to enter in the District's Facilities Management Software that will help the District to track costs with operation of each school building.

It is the intent of the District to have the Supplier perform most of the Work Orders for an assigned facility. The District reserves the right to have other District personnel, or contractors to inspect and perform these tasks as desired. All Work Orders are direct reimbursable work for material costs and special equipment at no mark-up.

## **X. BUILDING ASSESSMENTS**

The performance of building assessments is under performance using a third party and direct contractor to the school district. Despite a report of major building system conditions that is being compiled for each active school building, the Supplier shall perform an initial building system assessment for itself of each assigned facility and provide a preliminary report to the Senior Executive Director of Operations no later than ninety (90) days of issuance of the Notice to Proceed. A final building assessment report is due to the District on or before October 1, 2018 for

use in long-range planning for budgetary spending in the District's current and concurrent fiscal years. Such reports shall include:

- a. The status of all mechanical systems
- b. A list of all required repairs to each facility
- c. A detailed description of all corrective maintenance required (interior and exterior)
- d. Preventative maintenance schedules for each facility (and if any adjustments are necessary)
- e. Safety assessment of each facility include fire code compliance

## **XI. UTILITY MANAGEMENT AND ENERGY REDUCTION**

The Supplier shall be responsible for ensuring the building temperatures, controls, humidity levels, light levels and other environmental conditions are maintained in accordance with industry standards and as otherwise defined in this contract. The Supplier shall also actively participate in assisting the District in reducing energy costs and the execution of energy reduction programs by periodically providing data relevant to the energy usage at each assigned facility at such reasonable intervals as required by the District's Director of Energy and Sustainability. The Supplier shall produce monthly reports on utilities usage in such format as mutually agreed upon.

The Supplier shall also assist the District with its sustainable efforts such as the "Go Green Challenge" program in select schools. In support of this initiative, the Supplier shall appoint one (1) school-based staff member per participating school to be a member of the school's Green Team. The assigned person shall participate in school based Green Team meetings and shall assist the school administrators with implementation of the Green Team projects. The Supplier shall also assign one (1) management level staff member to the District's Go Green Challenge Advisory Council that meets quarterly.

## **XII. EMERGENCY SERVICES**

The Supplier agrees to respond to any emergency requests for water pick-up and/or mop-ups made necessary by rain, plumbing failure, leaks or accidents on an as-needed basis at any time during 24 hours per day, 7 days per week and/or 365 days per year.

The Supplier's supply of any additional emergency services needing an anytime response must be pre-approved by the District. Any invoice for this type of service must include the building name, date, area(s) affected, scope of work performed, hours expended by contract personnel and name of person authorizing the work to be performed.

## **XIII. AFTER-SCHOOL AND WEEKEND ACTIVITIES (COMMUNITY USE OF SCHOOLS)**

The Supplier will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events or rental agreements that occur at school locations. This is considered part of a regular work day.

Custodians are to be scheduled in such a way that:

- a. In K-8 schools, any space used for an after-school activity shall be cleaned after the end of that activity provided it ends by 9:00pm
- b. In middle schools and high schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 10:00pm
- c. Spaces that are to be used for after-school activities are to be cleaned and set-up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity within the building.

Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Supplier will be responsible to open and prepare the building for scheduled use on Saturday and Sunday. These scheduled events may be related to district rental agreements of administrative and staff needs. Hours of service for event that extend outside of the regular schedule must be invoiced by the Supplier separately from the monthly contract fee and will be mutually agreed upon prior to the event.

The District manages Community Use using Schooldude. The Supplier will be given access to the District's Facilities Management Software to view and print permits/schedules of events and to review requirement levels for each event.

#### **XIV. SAFETY AND COMPLIANCE**

- a. The Supplier will provide for a safe well-maintained facility to include:
  - i. Maintenance of all facility doors, roofs, windows and means of fire egress.
  - ii. Routine review of normal and emergency power supplies
  - iii. Recommendations to administration concerning life safety procedures
  - iv. Maintenance of facility equipment and structures to ensure a safe environment
  - v. Maintenance of grounds, pavement, parking lots, and facilities and playscapes to ensure a safe environment
  - vi. Provide assistance to the District in alignment with the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards and applicable Life Safety Codes, including playground safety inspections
    1. Collect and file in an organized manner, any documents provided by the District for certification of the physical plant's compliance with all applicable laws and regulations
    2. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis
    3. Prepare and submit a school safety assessment findings status report on a quarterly basis
    4. Supplier shall administer a safety incident reporting system to include investigation and evaluation of incidents
    5. Provide safety-related information, including AHERA, Hazard Communication Plan, presentations for new employees and continuing

education of all employees in accordance with local, state and federal regulations and provide the district with copies of its presentations

6. Maintain liaison with safety-oriented agencies

**XV. QUALITY CONTROL/INSPECTIONS**

The Supplier's Supervisor, the District's designee and other personnel as deemed appropriate by the District's designee will perform periodic inspections of each school to ensure: (i) the tasks are completed according to the cleaning frequency requirements in this contract; (ii) that the quality of work is satisfactory; and (iii) the Supplier's compliance with other terms of this contract. The Supplier's supervisor(s) will use the agreed upon inspection form(s) for this process.

The District's Superintendent, the District's designee and the principal may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance of the Supplier. The Supplier will be granted a reasonable time to correct deficiencies.

**XVI. RECORD KEEPING REQUIREMENTS**

**a. MIOSHA**

The District shall maintain all required MIOSHA records. Should the Supplier have occasions to bring any new chemicals onsite, the Supplier must receive pre-approval by the District's designee and provide one copy of the Safety Data Sheet (SDS) to the District's designee.

**b. Procedural Manual**

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

- i. Supplier's standard policies and procedures
- ii. Daily routines or schedule for custodians assigned to the building
- iii. Emergency and safety procedures
- iv. List of equipment maintained in the building
- v. Maintenance and use manuals for all custodian equipment in the building
- vi. List of all custodians assigned to each school and shift
- vii. Standard cleaning procedures

**XVII. GOVERNMENT REGULATIONS AND DISTRICT POLICIES**

**a. Regulations & Policies**

The Supplier must have a complete working knowledge of and must comply with all the following:

- i. Asbestos Hazard Emergency Response Act (AHERA) regulations
  - o Annual Training of Custodial and Maintenance employees
  - o Annual Notification of Asbestos-Containing Materials
- ii. MIOSHA and Right-to-Know regulations

- Annual Training of Custodial, Maintenance and Engineering employees
- All applicable federal, state and local laws, codes and regulations
- iii. Detroit Public Schools Community District Board policies and administrative guidelines current, and as developed
- iv. Supplier will ensure that any substances as defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws

**b. Deductions**

- i. If one or more schools are closed for more than three consecutive school days for “acts of God”, building renovations and/or problem with the building, the District’s designee may request that cleaning services be suspended in the applicable school(s). If this occurs, the District’s invoice for that month will be reduced by the labor hours being saved as a result of that cleaning, maintenance and/or engineering services not being needed. If any such service reduction can be reasonably anticipated by the District, the District’s designee will provide as much lead time to the Supplier as possible.
- ii. If one or more school days are loss due to Supplier or its Subcontractor’s error, operations negligence or negligence of its employees, the monthly bill will be reduced by the number of days the school or building is closed in the number of labor hours not expended.
- iii. If the District is assessed any fines for MIOSHA and MDEQ violations arising out of these contract services and attributable to the Supplier, the Supplier shall reimburse the District for these fines by commensurably reducing the changes on the monthly invoice.

**XVIII. CUSTOMER SERVICE AND STAFFING SPECIFICATIONS**

**a. Customer Service**

The Supplier shall foster a stake in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship and responsible fiscal administration.

All employees are to present themselves in an appropriate manner and attire consistent with the District’s Board policies and the District’s administrative guidelines. The District reserves the right to seek removal of a Supplier’s employee whose moral conduct, behavior, health habits or appearance are unsatisfactory. A Supplier’s employee shall be immediately removed under allegations of inappropriate touching, theft or use of district property or other like complaints. while an investigation of these allegations is performed by the District’s Police Department. The District’s decision shall be final.

All of the Supplier’s employees assigned to the District must meet the following requirements;

- Must be at least 18 years of age
- High School graduate or equivalent GED

- U.S. Citizen or authorized to work in the US
- Completion of criminal background and history report and results in compliance with state laws
- Able to read, write and speak English fluently and to use courteous language
- Able to inspect, see and report maintenance needs to the Supervisor and/or to the building principal
- Able to interact positively and appropriately with students, school employees, and the public. (NOTE: this shall especially apply to the Head Custodian)
- Able to productively work with minimal supervision
- Competent persons who are well trained in work assigned
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of using, distributing or dispensing of any controlled substance, including alcohol while on school grounds
- Punctual
- Well-groomed and in uniform

English may be the employee's first or second language. Because of the need to communicate with English speaking students, staff, vendors and community members, all employees must be able to read, write and speak conversational English.

Supplier shall maintain attendance records with include electronic timekeeping for all its employees. This requirement is to enable District staff to determine which of the Supplier's staff is in each school or working on a given day in support of the District. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building. No hand-written record of timekeeping will be accepted. These records will be audited each quarter.

At no time shall the Supplier's personnel do any of the following:

- Leave custodial closets, products or equipment unattended
- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets use telephones or computers or tamper with personal property owned by District staff or students
- Talk or text on personal cell phones while on duty or use a personal music device
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any district equipment that is not required to perform duties
- Smoke or use any tobacco products on District property
- Use profane language

- Fraternize with students directly, indirectly or through social media
- Take photographs of students, staff or District internal systems

No visitors, spouses or children of the Supplier's employees will be allowed at work site during working hours unless they are bona fide employees of the Supplier.

**b. Employee Placement and Conduct**

The Supplier shall supply the District a list of all employees (whether directly employed or a subcontractor) assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated. The Supplier shall certify that these individuals have been properly vetted and do not have criminal background or other offenses that would deem them ineligible to provide services under this contract. This list should be periodically updated if the Supplier brings on additional employees during the contract. Specifically, the Supplier must inform the district and the building principal at least 48 hours before a new employee is placed at any school in the district. A new certification is required upon renewal of the contract or upon a contract extension.

The District reserves the right to request that the Supplier remove any employee, contractor or sub-contractor from service under this contract due to unsatisfactory performance, improper conduct, poor appearance and/or poor behavior. If the District's designee notifies the Supplier in writing that any of the Supplier's employees assigned to the District is incompetent, disorderly or otherwise unsatisfactory, the Supplier will remove such employee within one (1) shift and will not again assign that employee to work anywhere in the District without written consent of the District's designee.

**i. Substitute**

The Supplier must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to ensure that the District is adequately staffed in the event of illness or injury. The Supplier will recruit, background check, employee, train, pay and supervise all substitute custodians for this contract.

The Supplier is required to inform the building principal and the Department of Facilities when there will be a change of employees for absence purposes.

**ii. Staffing Requirements**

Generally, the District requires the Supplier to have staffing available from 4:00AM and 12:30AM.

The Supplier shall perform the services set forth in this contract at time periods as approved by the District's designee.

Regardless of the District's minimum specified staffing level and hours, it the Supplier's responsibility to maintain the standard of cleanliness and heat to prevent catastrophic consequences in this contract. It is the responsibility of the Supplier to provide sufficient personnel to ensure that the requirements are met and that each building is effectively clean daily.

**iii. School Closing- Snow Days**

Building Engineers and Custodians are required to work on “snow days”. Custodians are responsible for cleaning snow and ice and distributing ice melt around doorway entrances and sidewalks on District property. In addition, they will be required to perform other tasks listed on the Cleaning Frequency Requirements. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00AM instead of their afternoon start time, with the approval of the District designee. No Supplier employee is to be laid-off or directed to not to report to work on such days unless prior approval is granted by the District.

**iv. Holiday Breaks**

The Supplier will be required to provide Complete Facilities Management in all district buildings owned, leased and/or operated during break periods. Extra cleaning is performed during this time.

Notwithstanding the closing of the District on the holidays listed in this contract, the Supplier shall provide Complete Facility Management services during scheduled breaks to accomplish major cleaning and maintenance services that cannot be performed during the regular school day. Scheduled breaks and summer cleaning and maintenance shall be coordinated with the District.

A Supplier may work on a holiday or day when a building is closed. If the Supplier receives prior authorization to complete such work, the Supplier may bill for time worked on such holiday or closed day. However, if the Supplier is not providing services on a holiday or closed day, the Supplier may not bill, and will not be paid for, holidays or days when the buildings are closed.

**v. Unfilled Employee Absences**

Whenever the Supplier’s personnel are absent from part or all their District assignment and a substitute is not provided by the Supplier, the Supplier must deduct the charge for that employee(s) from the Supplier’s monthly invoice to the District.

**vi. National Labor Relations Board**

By executing this Agreement, the Supplier certifies under penalty and/or perjury under the laws of the State of Michigan that no more than one final, unappealable finding of contempt by a court has been issued against the Supplier or its Subcontractor within the immediately preceding two (2) year period because of the Supplier’s failure to comply with an order of the National Labor Relations Board.

**vii. Training**

The Supplier’s employees must be thoroughly trained, be qualified and capable of performing the work assigned to them. Training provided must be continuous to ensure that Supplier’s employees are equipped with the most up-to-date quality standards and innovative ways of improving quality- maximizing efficiency and cost savings. The Supplier’s employees must be able to effectively communicate with District staff.

The Supplier's employees must be trained on applicable local, state and federal health and safety regulations.

The Supplier shall provide the District with copies of training records and certifications of the Supplier's workforce no less than 30 days after the execution of the contract and ongoingly as credentialed employees are hired for specialty work (*i.e.*, Boiler Operator License, Journeyman's card, proof of enrollment in formal apprentice program, union card, *etc.*).

If the Supplier fails to provide certification for a credentialed employee (apprentice, journeyman, master, *etc.*) and submits billing for such employee, the District will not pay such fees. And, the District retains the right to ask for removal of such employee from work under this contract.

The Supplier must provide documentation annually to certify that their employees have attended the necessary training for each fiscal year in accordance with the Supplier's training procedures.

**viii. Uniforms**

The Supplier's employees must wear a clearly identifiable logo uniform (pre-approved by the District) during working hours and on any of the District's other properties as well as proper identification badge. Every employee must be easily recognizable and identifiable by DPSCD staff. Supplier shall provide all appropriate Personal Protective Equipment (PPE) for all its employees as required by OSHA.

**ix. Equipment**

The Supplier shall provide all tools, equipment, vehicles, communication devices, any office equipment and computers to be used in providing the required services of this contract.

**XV. SCRAP VALUE**

Should the Supplier replace or repair District equipment which results in material being removed, if such removed material has scrap or other value, the Supplier shall request and receive, in writing, District approval to sell such material. If sold, the Supplier shall provide the District with seventy-five (75%) of the profit made from any such sale.

**XVI. SPECIAL PROJECTS**

Should the District request the Supplier to conduct repair or maintenance outside of the above listed regular, routine, corrective, preventative maintenance or repair – it shall be deemed a special project. Before completing any such special project, the Supplier must receive in writing authorization to proceed. The Supplier must present a separate invoice from the monthly contract fee for such special projects. And, the Supplier and District will mutually agree upon the pricing before commencement of the work.

**XVII. RECEIPT OF WORK ORDERS & RESPONSE TIME**

Except emergencies, daily custodial work and clean bathroom hotline initiative responses, all work orders received by the Supplier from the District shall be completed within five (5) days of receipt. When a principal reports a need/request, District staff will review and approve or deny the request.

If approved, the Supplier shall respond and conduct the requested work in a timely fashion, and in no event later than five (5) days.

**SECTION D**  
**PACKAGING AND MARKING**  
**(Reserved)**  
**End of Section D**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

Felicia Venable, Senior Executive Director/Chief of Operations, is the Deputy Executive Director of Procurement and Logistics' Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Felicia Venable  
Fisher Building  
3011 West Grand Blvd.  
Detroit, MI 48202

**I. Audit**

The Supplier shall permit an authorized representative or designee, at any reasonable time, to inspect or audit all data relating to performance and billing to the District under this Agreement. Upon request of an authorized representative of the District or its designee, the Supplier shall provide copies at its expense of data related to performance and billing under this Agreement.

**II. Retention of Records**

- a. The Supplier shall maintain all financial data, supporting documents and all other records relating to performance and billing under this Agreement in accordance with Michigan and Federal law, and in no case less than five (5) years. The retention period starts from the date of submission of the final payment request. Supplier shall protect data adequately against fire other damage.
- b. Supplier shall maintain at a minimum, the following data:
  - i. A log and a file of time sheets for authorized hours worked by Supplier's employees and its Subcontractor's employees under this Agreement. The log must include but shall not be limited to the following information: (1) Name and title of the employee; (2) Subcontractor providing employee, if applicable, (3) the dates and hours worked, (4) description of the work performed, (5) license, if applicable and (6) work authorization.
  - ii. A log and a file of original invoices for all authorized Reimbursable Expenses incurred by Supplier and its subcontractors in performing work authorized under this Agreement. The log must include but shall not be limited to the following information: (1) the party incurring expenditure (Supplier or name of Subcontractor), (2) date of the expenditure, (3) the purpose of the expenditure, (4) description of goods or services

purchased, (5) price of the expenditure and (6) work order number which said expenses were incurred.

----- End of Section E -----

## SECTION F DELIVERIES OR PERFORMANCE

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

Below is a list of deliverables and time requirements for the initial plans:

| <b>Quality Control Program</b>          |  |
|---|--|
| Quality Control Management Plan         | Within 60 days of contract start date      |
| Updated Quality Control Management Plan | Within 60 days of facility transition date |

| <b>Safety Program</b>           |                                       |
|---------------------------------|---------------------------------------|
| Quality Control Management Plan | Within 30 days of contract start date |
| Hazardous Waste Management Plan | Within 60 days of facility transition |

| <b>Facility Transition Plan</b> |                                       |
|---------------------------------|---------------------------------------|
| Quality Control Management Plan | Within 30 days of contract start date |

| <b>Master Maintenance Plan</b> |   |
|--------------------------------|---|
| Initial Assessment             | Within 60 days of facilities transition date  |
| Final Draft                    | Within 90 days of facilities transition date  |
| Final Plan                     | Within 120 days of facilities transition date |

| <b>Roof Management Plan</b> |                                       |
|-----------------------------|---------------------------------------|
| Roof Management Plan        | Within 60 days of contract start date |

The primary place of performance of the services is the Detroit Public Schools Community District. The typical school building hours of operation are from approximately 6:00AM to 6:00PM continuously Monday through Friday except on District observed holidays and days of early dismissal in which students are dismissed. Hours of operation may vary by DPSCD location; and be adjusted seasonally, with flexible staffing to ensure building coverage and avoid any mechanical damage due to climate. In addition, the Supplier will assist with flexible scheduling and utilization of building systems to minimize the need for additional labor charges. Supplier must also have an Emergency Response Team (ERT) with 24 hours, 7 days a week and 36 days per year availability, and may use flexible scheduling to provide such coverage, provided however if extraordinary events occur, and Supplier's labor costs increase due to such occurrences, the District agrees to review Supplier's claims for additional amounts and upon approval, the Contractor Amount shall be adjusted to include such increased labor costs.

The District reserves the right to change all the work schedules with notice to the Supplier.

**End of Section F**

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

1. The Deputy Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Deputy Executive Director of Procurement. All changes must be in writing, signed by the Deputy Executive Director of Procurement.
2. The Supplier shall not assign, sell, transfer or otherwise dispose of the contract or any portion thereof or rights, title or interest therein without prior and written approval from the Deputy Executive Director of Procurement and Logistics.
3. The Supplier will not be permitted to subcontract any portion of this contract without prior written approval of the Deputy Executive Director of Procurement and Logistics. No subcontract will, in any case, relieve the Supplier of its responsibility under the contract. Written consent to subcontractor, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Supplier of any responsibility for the fulfillment of the contract. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. The District reserves the right to approve any major changes to this Agreement including the decision to release any Subcontractor to perform all or a portion of the Agreement as “self-op”.
4. Invoicing and Payment

Original Invoices shall be submitted to:

Office of Finance  
Detroit Public Schools Community District  
Fisher Building 11<sup>th</sup> Floor  
3011 W. Grand Blvd.  
Detroit, Michigan 48202

And shall conform to policies and regulations adopted by the District when developed. Invoices shall be legible and shall contain, at a minimum the following information:

- i. The Contract Number
- ii. Purchase Order
- iii. Complete Itemization of all costs
- iv. Quantifies Ordered and Installed of any parts and supplies
- v. Any Corrective Maintenance – Major Work Proposal with signature of approval
- vi. Any discounts offered to the District under the terms of the contract

A copy of the invoice shall also be forwarded to DPSCD, Department of Facilities:

- b. Detroit Public Schools Community District  
Support Services Complex, Building C  
1601 Farnsworth

Detroit, Michigan 48202  
Attn: Director of Facilities

5. Monthly invoicing shall be set forth herein. Reconciliation of expenditures shall be performed on a quarterly basis and estimated budgets/actual payments will be adjusted accordingly.
6. Subject to the withholding provisions of the contract, payment shall be made within a 30-day payment cycle after the District's receipt of a properly prepared and supported invoice.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

The supplier may employ, among others, persons who served as hourly workers to the companies that provided maintenance, custodial and engineering services to the District for the 2017-2018 school year ("Former Companies"). However, the supplier is prohibited from: (i) employing; (ii) sub-contracting; (iii) consulting with; or (iv) otherwise providing any funds gained under this agreement to the owners, co-owners, partners, principals, directors, and/or managers of the Former Companies or former employees of the District ("Prohibited Persons"). Further, the Prohibited Persons may not have any involvement or dealings with this Contract without the express, prior written consent of the District. The supplier's infraction of this special contract requirement, contract clause and/or section will be deemed a breach of contract and subject to reimbursement to the District.

----- **End of Section H** -----

## SECTION I GENERAL CONTRACT CLAUSES

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|      |  |
|------|--|
| I.01 | Type of Contract                                     |
| I.02 | Term of the Contract                                 |
| I.03 | Option to Extend the Term of the Contract (Reserved) |
| I.04 | Availability of Funds (Multi-Year) (Reserved)        |
| I.05 | Holidays   |
| I.06 | Compliance with Applicable Laws                      |
| I.07 | Licenses and Permits                                 |
| I.08 | Licensed Personnel                                   |
| I.09 | Criminal Background Screening                        |
| I.10 | Equal Opportunity                                    |
| I.11 | Subcontractors and Outside Consultants               |
| I.11 | Drug Free Workplace                                  |
| I.13 | Standards of Performance and Reasonable Assurances   |
| I.14 | Materials and Equipment                              |
| I.15 | Patents and Royalties                                |
| I.16 | Warranty of Services and Goods                       |
| I.17 | Adjustment and Cleaning                              |
| I.18 | Federal, State, and Local Taxes                      |
| I.19 | Removal of Employees, Agents or Subcontractors       |
| I.20 | Project Personnel                                    |
| I.21 | Photo Identification Badge                           |
| I.22 | Performance Meeting                                  |
| I.23 | Independent Contractor                               |
| I.24 | Insurance  |
| I.25 | Changes  |
| I.26 | Notices  |
| I.27 | Indemnification                                      |
| I.28 | District Restrictions                                |
| I.29 | Assignment or Transfer                               |
| I.30 | Audit, Examination and Retention of Records          |
| I.31 | Award Certificates                                   |
| I.32 | Conflict of Interest                                 |
| I.33 | Gratuities   |
| I.34 | Interest of Public Officials                         |
| I.35 | Order of Precedence                                  |
| I.36 | Confidentiality and Protection of District Property  |
| I.37 | Publicity Releases                                   |
| I.38 | Suspension of Work                                   |
| I.39 | Termination and Non-Compliance                       |
| I.40 | Insolvency   |
| I.41 | Disputes and Dispute Resolution                      |
| I.42 | Notice of Labor Disputes                             |
| I.43 | Anti-Kickback Procedures                             |
| I.44 | Pending Legal Dispute with District                  |
| I.45 | Governing Law  |
| I.46 | Supplier Authorization                               |
| I.47 | Bid, Performance Bond                                |
| I.48 | Liquidated Damages (Reserved)                        |
| I.49 | Miscellaneous  |

**I.01 Type of Contract**

This will be a Performance Base Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

**I.02 Term of Contract**

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

**I.03 Option to Extend the Term of the Contract (Reserved)**

**I.04 Availability of Funds (Multi-Year) (Reserved)**

**I.05 Holidays:**

The District observes the following Holidays:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

These Holidays are not paid days off for the Supplier or its employees. In relation to the Holidays, the Supplier will only be paid for work actually performed on the Holidays.

**I.06 Compliance with Applicable Laws**

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

**I.07 Licenses and Permits**

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal,

and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

#### **I.08 Licensed and Qualified Personnel**

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein and shall be qualified to do so and licensed if required.

#### **I.09 Criminal Background Screening**

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

#### **I.10 Equal Opportunity**

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

#### **I.11 Subcontractors and Outside Consultants**

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms

as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors' written agreement to be bound by the terms thereof.

## **I.12 Drug-Free Workplace**

1. Definitions. As used in this clause –
  - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
  - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
  - c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
  - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
  - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
  - g. “Individual” means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
  - a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The Supplier’s policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
- d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- e. Notify the Deputy Executive Director of Procurement and Logistics in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.
  - i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### **I.13 Standards of Performance and Reasonable Assurances**

1. The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.
1. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
2. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

#### **I.14 Materials and Equipment**

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

#### **I.15 Patents and Royalties**

The Supplier, without exception, shall indemnify the hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### **I.16 Warranty of Services and Goods**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed, and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Deputy Executive Director of Procurement and Logistics shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Deputy Executive Director of Procurement and Logistics may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

#### **I.17 Adjustment and Cleaning**

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

#### **I.18 Federal, State, and Local Taxes**

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

#### **I.19 Project Personnel**

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Deputy Executive Director of Procurement and Logistics. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

#### **I.20 Removal of Employees, Agents or Subcontractors**

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

#### **I.21 Photo Identification Badge**

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

#### **I.22 Performance Meetings/Reports**

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution

meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

### **I.23 Independent Contractor**

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

### **I.24 Insurance**

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Office of Procurement and Logistics, Fisher Building, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
  - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
  - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
  - c. **Commercial General Liability Insurance** coverage limits in the amount of \$1,000,000.00 (One Million Dollars) per occurrence and \$2,000,000.00 (Two Million dollars) aggregate.
  - d. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$5,000,000.00 (Five Million Dollars) per occurrence and \$5,000,000.00 (Five Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject

to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11<sup>th</sup> Floor, Detroit, MI 48202.

7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.

8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.

10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.

11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

## **I.25 Changes**

1. The Deputy Executive Director of Procurement and Logistics may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Deputy Executive Director of Procurement and Logistics grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Deputy Executive Director of Procurement and Logistics.

## **I.26 Notices**

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Deputy Executive Director of Procurement and Logistics, Detroit Public Schools Community District, Office of Procurement and Logistics, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.

### **I.27 Indemnification**

The Supplier agrees to indemnify, hold harmless and defend the School District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence of the School District, its Board of Education, or its employees.

### **I.28 District Restrictions**

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Deputy Executive Director of Procurement and Logistics in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

### **I.29 Assignment or Transfer**

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

### **I.30 Audit, Examination and Retention of Records**

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (*i.e.*, at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof,

or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

### **I.31 Award Certificates**

Supplier agrees that the information provided in Section K and, specifically, the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

### **I.32 Conflict of Interest**

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
  - a. Award of the Contract may result in an unfair competitive advantage; or
  - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Deputy Executive Director of Procurement and Logistics, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District's best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Deputy Executive Director of Procurement and Logistics, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **I.33 Gratuities**

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

### **I.34 Interest of Public Officials**

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

### **I.35 Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

### **I.36 Confidentiality, Ownership and Protection of District Property**

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Deputy Executive Director of Procurement and Logistics directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

### **I.37 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Deputy Executive Director of Procurement and Logistics prior to release.

### **I.38 Suspension of Work**

1. The Deputy Executive Director of Procurement and Logistics may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Deputy Executive Director of Procurement and Logistics in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Deputy Executive Director of Procurement and Logistics in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

### **I.39 Termination and Non-Compliance**

1. Either party may, by written notice to the other party, terminate this Contract in whole or in part at any time, either for convenience (including non-availability of funding) or because of the failure of the other party to fulfill its Contract obligations, including, but not limited to, Supplier's failure to: (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice from the District, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Deputy Executive Director of Procurement and Logistics all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than 90 days) agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

#### **I.40 Insolvency**

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Deputy Executive Director of Procurement and Logistics responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

#### **I.41 Dispute and Dispute Resolution**

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Deputy Executive Director of Procurement and Logistics, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Director of Procurement and Logistics, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Deputy Executive Director of Procurement and Logistics as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Deputy Executive Director of Procurement and Logistics' decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s)

or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

#### **I.42 Notice of Labor Disputes**

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Deputy Executive Director of Procurement and Logistics.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

#### **I.43 Anti-Kickback Procedures**

(1) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.

"Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(a) means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(b) includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (2) The Anti-Kickback Act of 1986 (the Act), prohibits any person from --
  - (a) Providing or attempting to provide or offering to provide any kickback;
  - (b) Soliciting, accepting, or attempting to accept any kickback; or
  - (c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.
- (3)
  - (a) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
  - (b) When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Deputy Executive Director of Procurement and Logistics.
  - (c) The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
  - (d) The Deputy Executive Director of Procurement and Logistics may
    - (i) offset the amount of the kickback against any monies owed by the District under the prime contract and/or
    - (ii) direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Deputy Executive Director of Procurement and Logistics may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Deputy Executive Director of Procurement and Logistics when the monies are withheld.
  - (e) The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

#### **I.44 Pending Legal Dispute with District**

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Deputy Executive Director of Procurement and Logistics shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

#### **I.45 Governing Law**

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

#### **I.46 Supplier Authorization**

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

**I.47 Bid, Performance Bond**

The Supplier shall provide a performance and payment bond, in form and amount approved by the District, with a surety listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570), which can be viewed on the Internet at [http://fms.treas.gov/c570/c570\\_a-z.html](http://fms.treas.gov/c570/c570_a-z.html)

**I.48 Liquidated Damages (Reserved)**

**I.49 Miscellaneous**

This Contract can be extended, modified or amended only by a written agreement signed by the Deputy Executive Director of Procurement and Logistics and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any attachments or amendments hereto.

This Contract, including the attachment, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

----- **End Of Section I** -----

**SECTION J**

**LIST OF ATTACHMENTS**

Attachment A – Pricing Matrix

Attachment B – Key Performance Indicators

Attachment C – School Listing

Attachment D – Operating/Engineer Work

Attachment E – Minor Corrective Maintenance

Specification A – Cleaning and Custodial Responsibilities

**End of Section J**



## **SECTION B SCHEDULE**

The Supplier shall provide all personnel, equipment, tools, equipment, vehicles, supervision and other items and services necessary to perform all services, tasks and functions defined in this contract. The Supplier shall provide guidance and coordination with the District to ensure effective and economical operation of all facility activities. Work can include: dispatching, property maintenance, operations, management services, custodial services, engineering service, planning, programming and minor design and execution services and emergency services.

The District may periodically request the Supplier to perform work that is not specified in this contract. Any such work will be classified as “in-scope” and a billable expense according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be pre-approved in writing by the District’s designee.

If the District closes a building during the term of this contract, the contract will be reduced by the assigned personnel and maintenance costs to such closed building(s).

The District reserves the right to negotiate reductions in frequency and/or scope to reduce costs if it deems it is necessary. Such reductions shall be agreed upon by both parties.

### **Capital Equipment**

A not to exceed amount has been added to this contract, to be amortized over the period of the contract. Notwithstanding anything contrary contained herein, in the event this agreement is terminated prior to the expiration of the second contract year, Supplier shall have the right in its sole discretion to require the District to purchase such capital equipment for an amount equal to the unamortized amount of the actual cost of such capital equipment.

The Supplier shall provide support documentation substantiating the cost of labor and materials with its submission of its monthly invoices. The Supplier shall list supplier fees as an itemized invoice making such fees separately identifiable in the billings).

The **ACTUAL** cost for parts required for maintenance and repairs shall be invoiced (net of rebate and sales tax) separately to the District, and the District shall pay such verified amounts in additional to the contract amount. No mark-ups on labor, equipment, parts or supplies will be allowed.

### **Performance-Based Compensation**

The Supplier’s performance will be reviewed collaboratively with the District on a quarterly basis during each contract year. The District will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

The Performance-Based Compensation Plan will be used to assess the Supplier’s performance when determining the amount of the Performance-Based Compensation earned. The base contract segregates the Supplier’s profit margin from other cost. The profit margin is put into the Performance-Based Compensation pool and can be earned in whole or in part. The Performance-Based Compensation is earned profit and should not in any way be considered a bonus or gift. The

Performance-Based Compensation plan addresses those performance evaluation areas that are under the control of the Supplier's management and area viable for evaluation. If, after final quarterly review of each contract year, Supplier receives a cumulative scorecard of 90 percent or better, the Supplier shall be paid the full ¼ of its profit for that quarter. If the Supplier receives a cumulative scorecard rating of less than 90 percent, the Supplier shall be paid less 10 percent of one-third 1/3 profit to be paid that quarter. If the Supplier does not receive a scorecard of 80-85 percent, the District shall retain the Profit amount owed for the quarter.

The parties shall meet quarterly with DPSCD Department of Facilities and Procurement and Logistics and the Supplier shall provide documentation of **ACTUAL** hours performed by labor category and associated costs. The parties shall adjust in staffing levels to ensure that performance requirements are met, and labor costs are reduced as much as possible. Any reduction in labor hours will be reconciled during each quarter and a credit will be issued to the District.

Quarterly Business Reviews (Supplier Performance) meetings are set forth as follows:

- July through October meeting to be held no later than the second week in November
  - November through February meeting to be held no later than the second week in March
  - March through June meeting to be held no later than the second week in July
- i. Feedback to the Supplier for deficiencies will be done as they are identified. Deficiencies will be identified verbally or in writing. The Supplier will have the opportunity to correct the deficiencies in a timely and responsive manner. The deficiencies will be forwarded to the contact identified by the Supplier.
  - ii. Before an evaluation period is started, the District may unilaterally modify the applicable criteria or place emphasis on an evaluation area. The Supplier will be notified of these changes in writing prior to the start of the applicable period and the Key Performance Indicators (KPIs) will be modified accordingly. Unless the District gives the Supplier specific written notice of any changes to evaluations areas five (5) days prior to the start of a new evaluation period, the same evaluation criteria and weights listed for preceding period will be used in subsequent periods.
  - iii. Unearned Performance-Based Compensation for prior evaluation period will not be carried over to subsequent evaluation periods and will not be able to be earned later during the contract period.

### **PRICING**

Pricing is all-inclusive of labor, materials, supplies, travel or any other necessary items. The pricing does not include overtime. Overtime will not be paid under this contract. The pricing for this contract is set forth in the Not-To Exceed Pricing Schedule, attached as Attachment A.

### **End of Section B**

## **SECTION C SCOPE OF SERVICE**

Supplier agrees to provide the goods and services described below in accordance with the standards and the schedules set herein. Supplier shall insure that the facilities are maintained in

accordance with the standards set forth in the Performance Metrics, attached as Attachment B. Omissions by the District in such providing specifications shall not abdicate the Supplier's obligation per this contract to maintain buildings in accordance with industry standards.

The Supplier shall be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The Supplier will be responsible for regularly assessing the conditions of the buildings and their systems, as well as developing and implementing the building operations and preventative maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition as further outlined in this contract. The services of the Supplier are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent and careful manner so as to manage and supervise the operation, cleaning, and maintenance and servicing of school buildings and ancillary buildings in a manner that is comparable to or better than that generally found in surrounding school districts in Michigan and of districts of comparable size throughout the United States. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable codes and regulations. The Supplier will be obligated to operate, repair, replace and maintain in good repair and condition, throughout the term of this contract, including but not limited to the following:

## **I. CUSTODIAL SERVICES**

The Supplier must provide for complete custodial services of the District's facilities (educational and administrative buildings) in accordance with applicable health and sanitation standards and to support the District's goals about sanitation, public relations, and maintenance of the physical facility. Supplier must provide all necessary labor, tools, materials, supervision, cleaning agents, disinfectants, sanitizers, germicides, floor finishes/sealers and cleaning equipment for performing to the custodial specifications outlined.

The District owns and operates school buildings that specialize in culinary arts and construction trades training of students and adults. These buildings require cleaning in accordance with industry standards for such specialized use(s) of space.

Supplier shall provide to the District for its approval quality assessment procedures and a custodial reporting system that includes:

### **a. Coordinated Training on Cleanliness**

- i. The Supplier and District agree to cooperatively and jointly craft an agreed upon definition/determination of what cleanliness is and/or looks like.
- ii. The Supplier agrees to train building principals and/or leaders on how to conduct a walk-thru to assess cleanliness ("Walk-Thru").
- iii. The Supplier and District will jointly create an evaluation tool for use by the Supplier, District and/or principals when conducting Walk-Thrus ("Walk-Thru Evaluation Tool").
- iv. Principals will conduct weekly Walk-Thrus and completion of the Walk-Thru Evaluation Tool.

**b. Weekly or Monthly Reporting**

- i. Weekly electronic cleanliness quality assessment report by school and area
- ii. Minimal monthly cleanliness quality assessment report done in conjunction with District representative or District school administrator for each District location for which an electronic or handwritten sign-off is obtained
- iii. Monthly vandalism report tracking number of incidents by school/building
- iv. Bi-weekly paper product consumption report (paper towel & toilet paper) by school/building

**c. Quality Assurance Program**

- i. Continuous quality monitoring for early detection and resolution of issues
- ii. A twenty-four (24) to forty-eight (48) hour customer complaint turnaround quality assurance guarantee (where applicable)

**d. Clean Bathroom Initiative/Hotline**

- i. The Supplier agrees to support the District's clean bathroom hotline initiative by responding to, and remediating, within a one (1) hour reports/complaints of spills, no soap, uncleanliness, untidy conditions, missing dispensers, no or low paper products, *etc.* in bathrooms.
- ii. The Supplier shall remedy egregious conditions on an immediate, emergency basis. Such conditions include but are not limited to vomit, blood, *etc.*

**e. Custodial Ratification Plan for failing schools that includes the following:**

- i. Define and Describe the Problem: Specify the problem by identifying in quantifiable terms: (*i.e.*, who, what, where, when, why, how, and how many) for the problem.
  - ii. Develop and Implement Immediate Containment Plan to address the issue: Define and implement containment actions to isolate the problem from the customer.
  - iii. Determine the Root Causes: Identify all applicable causes that could explain why the problem has occurred.
  - iv. Implement and Validate Corrective Actions: Define and implement the best corrective actions, after obtaining approvals from both the customers and the District.
  - v. Take Preventive Measures: Modify the management systems, operation systems, practices and procedures to prevent recurrence of quality issue and all similar problems, if required/approved by the District.
- f.** Provide a comprehensive floor cleaning program and all required floor cleaning and floor maintenance equipment.
- g.** Supplier must know and ensure that all its purchased cleaning chemicals, supplies, equipment and tools align with all local, state, and federal regulations and guidelines.

**II. ENGINEERING SERVICES**

The Supplier must provide building engineering services in accordance with the local ordinance to operate boilers and mechanical systems and in accordance with specifications herein. These services include all labor, supervision, supplies and tools to operate and maintain boilers in District operated buildings. Building Engineers/Boiler Operators must be licensed by the City of Detroit in accordance with the equipment in each building s/he is to operate.

The Supplier must provide annual proof of licensing of each Operating Engineer assigned to work under this contract. The operating engineer/employee must maintain licensing for the duration of this contract. All Operating Engineers must post his/her license at their assigned work site.

Each assigned Operating Engineer must maintain a log book of his/her daily duties and accomplishments, including arrival and end time, changes in schedule, any visitors to the boiler room, inspections and contractors. These daily notes must include any notes on the operation of equipment and any problems which will be needed to troubleshoot repairs.

Services include but are not limited to operation of boilers during heating season, break-down of boilers in the summer for local inspection, changing of filters, chemical application, changing of filters, changing of traps and operations of cooling systems during summer months.

Service delivery in this area is expected to include small repairs (, i.e., repair of door knobs, locks, desks, small furniture assembly, etc.).

**a. Pool Operator Certification**

The Supplier must provide at least one employee who is trained and licensed as a Certified Pool Operator. This /these person(s) must be onsite and trained in emergency shutdown, pool check and water testing/balancing and recordkeeping for public swimming pool facilities. The Supplier agrees to follow all applicable state, county and federal laws, rules, and regulations regarding public swimming facilities. This/these employee(s) must be a Certified Pool Operator (CPO). Evening or weekend work may be required at the agreed upon rate for Community Use.

**b. Licenses and Permits**

The Supplier shall obtain at its own expense any and all necessary licenses and permits to provide the services specified in this contract (*i.e.*, boiler operator, pool operator, chauffeur's license, etc.).

**III. ROUTINE MAINTENANCE AND REPAIR SERVICES**

The Supplier will provide safe and well-maintained facilities which include:

- a.** Maintenance of all facility doors, windows, roofs and means of fire egress
- b.** Routine review of normal and emergency power supplies
- c.** Recommendations to administration concerning life safety procedures
- d.** Maintenance of facility equipment and structures to ensure a safe environment
- e.** Maintenance of grounds, parking lots and playscapes to ensure a safe environment.

- f. Maintenance of building systems (*i.e.*, boilers, chillers, cooling towers, water back-flows preventers, swimming pools, deaerators, VAV boxes, *etc.*) in full compliance with the code and to ensure a safe environment
- g. Corrective and Preventative maintenance of mechanical systems
- h. Assistance with long-range capital and maintenance planning and budgeting
- i. Small repairs (*i.e.*, repair of door knobs, locks, desks, small furniture assembly, *etc.*).

#### IV. LOCKSMITH SERVICES

The Supplier will be required to provide locksmith services, as outlined below, based on the specific facility transfer, if applicable. The Supplier shall maintain a master key inventory and a key control system. The key control process may include, but not be limited to buildings, offices, classrooms and lockers. There will be differing types of key systems in place depending on the school and/or office building. All references to keys shall include key cards.

The Supplier shall: (i) secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to DPSCD facilities; (ii) provide locksmith services to maintain locks, panic hardware, mechanical ciphers and real property installed vaults; (iii) install lock cores for all newly constructed or renovated facilities; (iv) provide vault combination change training to customers with combination vaults; and (v) re-key locks and systems when deemed and approved necessary to ensure security.

##### a. Supplier Employee Key Control and Building Security

The Supplier shall ensure that keys/key cards issued to the Supplier by the District are not lost or misplaced and are not used by unauthorized persons. The Supplier shall: (i) re-key locks when keys or key cards are lost or misplaced or otherwise compromised through Supplier negligence at no cost to the District; (ii) immediately report lost or duplicate keys to the District; and (iii) prohibit the use of District issued keys by any persons other than the Supplier's employees. Only the Supplier's employees engaged in the performance of assigned work or assigned to personnel authorized entrance(s) by the District shall be granted access to locked areas.

The District shall assign alarm codes for each school. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Supplier to new employees. Notification to the District shall be immediate with the reassignment or termination of any individual who has been assigned keys or alarm code. Each employee will be required to sign for his/her exterior door keys. At no time shall copies be made of any keys issued (interior keys).

All lost building keys assigned to the Supplier, (whether interior or exterior keys), must be reported to the District within 24 hours of discovery of the loss.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Supplier, the cost will be deducted by the District from the monthly payment to the Supplier. This includes the cost of the door core replacement.

The Supplier is prohibited from lending District building keys to anyone. The Supplier and its employees/subcontractors are also prohibited from leaving key rings in janitor closets or from lying on custodial carts or otherwise out of their possession.

**b. Property Protection**

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

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

All keys assigned to a Supplier's employees shall be returned to the District's designee when the Supplier's employee's assignment at a school ends. All keys shall be returned to the District's designee at the termination of this contract.

**c. Property Damage**

The Supplier shall inform the applicable Principal and Operations designee of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Supplier's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Supplier shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment and/or contents caused by the Supplier's employees.

**d. Improper Securing of District Buildings**

The Supplier must properly secure building. If it cannot do so, it must provide notice to the Operations Management Team or DPSCD Police Department of a reason why a building cannot be properly armed. Failure to properly secure or provide notice as described above will result in a non-compliance penalty of \$250 per incident which shall be deducted from the next monthly payment. If any damages, vandalism or theft is sustained to a District property due to Supplier's employees' not properly securing a building without such notice as described above, the Supplier must reimburse the District for such damages.

**VI. PREVENTATIVE MAINTENANCE**

The Supplier shall develop and manage a well-defined Preventative Maintenance Program that considers all maintenance, is based on system condition or performance and achieves the District's goal of maintaining facility quality while reducing life-cycle costs.

The Supplier shall perform Preventative Maintenance tasks that are pre-planned and pre-approved as part of the Supplier's Maintenance Engineering plan. It is the intent of the school district to have the Supplier to perform most of this work within its assigned facilities. The school district reserves the right to inspect and perform these tasks as desired. These tasks once approved by the school

district will be performed by the Supplier. All preventative maintenance tasks are direct reimbursable work for materials and equipment at no mark-up. Preventative Maintenance is outlined in the District's Facility Management Software.

## **VII. CORRECTIVE MAINTENANCE – MAJOR WORK**

Major Work are those tasks excluding Preventative Maintenance which exceed \$3,000 but normally have a total cost less than \$100,000. It is the intent of the District to have the Supplier perform Major Work for any of its assigned facilities. The District reserves the right to have other contractors perform these tasks as desired. The District or the Supplier or its subcontractor will provide an estimate for each Major Work. The estimate is to include all labor, material and other directly related costs not including overhead. The Supplier must provide proof of competitive pricing.

Major Work between \$20,000 and \$100,000 will be performed under a separate authorization and will be considered within the scope of this agreement. The District may negotiate with the Supplier for these services and, if it is in the best interest of the District, the Supplier will perform the services based upon negotiated terms and conditions. These will normally be fixed priced projects and not included in the Management Fee and Performance Compensation of this contract.

## **VIII. PARTS AND SUPPLIES**

The Supplier shall purchase and manage all materials, equipment and subcontractors to be used in the performance of this contract. The Supplier is required to demonstrate that the source of the purchase is in the best interest of the school district based on cost, delivery date and quality of material/services provided. All purchasing records of the Supplier for materials used in the performance of the contract will be available for review by the school district upon request. Furthermore, all materials/equipment to be replaced shall be new or re-manufactured (must be approved by the school district) and shall be manufactured by a reputable manufacturer. All substitutes for original manufacturer's equipment related to the upgrading of equipment shall be Energy Star compliant, if available.

- a.** Supplier purchasing, and invoicing of parts and supplies shall meet the following requirements:
  - Supplier will invoice actual cost of all parts purchased for repair work
  - Supplier shall ensure that repair parts are purchased through a competitive process and at fair market value
  - Supplier will not add or mark-up the cost of parts purchased
  - Supplier will provide supporting documents, including supply contracts and evidence of competitive pricing and any other requested information upon reasonable request and not less than annually to the District for its annual audit to verify compliance with invoicing and competitiveness.
  
- b.** Supplier will be required to maintain an accurate, secure, efficient and auditable real time inventory system that tracks parts and materials from acquisition to installation using the District's inventory module in the District provided Computer Maintenance Management System 9CMMS) currently known as "Schooldude". Supplier shall

provide periodic reports of parts and materials inventory to the District upon reasonable notice.

- c. The Supplier will also provide for the management and control of parts, supplies and equipment used in the performance of duties under this contract.
- d. Material charges to work tasks will be based on the actual cost, or on an approved material cost issuing system. Individual items valued at \$20 or more will be itemized on cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft (*i.e.*, electrical consumable) provided the total per job does not exceed \$500. The school district reserves the right to change the dollar amounts for items considered consumables at any time.

The Supplier shall manage and charge all material costs to a work order using Schooldude. It is the intent of the District that the Supplier shall create work orders for all work performed by its building engineers, trades and subcontractor. All purchased materials must be reflected in inventory required for the performance of the contract. The Supplier shall not charge the school district for any materials until the materials are utilized for a specific task.

## **IX. FACILITIES MANAGEMENT SOFTWARE**

The Supplier Shall use Schooldude for all maintenance, custodial and inventory management under this contract including work order creation, management, generating reports, tracking labor hours and material costs, measuring efficiency, communicating with Principals and District administration and for scheduling equipment inspections. The resulting database will remain the ownership of the District.

The system will provide for the on-line tracking of work activities, including the creation of both preventive maintenance and corrective work orders, the addition and removal of equipment, and scheduling of new equipment for inspection. The Supplier will be responsible for conducting and maintaining an equipment inventory, which includes all electrical/mechanical equipment utilizing Schooldude. This inventory is to be stored and utilized on-site and for the sole purpose of the operation of the preventive maintenance program. The system should also have an event and space management component. The system provided will include quality control capabilities and in-house software support. In addition, it is recommended to have multiple data entry capability in a network environment and have Web access. The following reporting capabilities are just an example of the reporting functions that the District desires.

The District's expects the Supplier's management to ensure all work is properly authorized and prioritized, school leaders and Operations Management are well informed and provide the data needed to support the planning and programming of the District's mission. The Supplier shall ensure that it provides documentation for coordination, cost control, job progress, equipment repair records and closeout control. The Supplier shall also track work order requests in the District's facilities management software until the work is functionally completed and report the following:

- a. Backlog
- b. Costs Associated with Completed Work Orders
- c. Percent of Scheduled Work Orders Completed
- d. Percent of Open Work Orders

- e. Percent of Work Orders Completed by Labor Category
- f. Status of Preventative Maintenance Service Orders
- g. Equipment preventive maintenance;
- h. Equipment cost histories;
- i. Employee activity summaries;
- j. Quality control results

The Supplier shall provide updates for equipment history files of completed work orders for all machines and equipment individually identified as an asset. Updates shall include causes for failures and repairs made. Provide diagnostic records, such as CSD-1 Testing, water treatment analysis and steam trap testing results.

The Supplier shall provide work reception and dispatch function twenty-four (24) hours a day, seven (7) days per week. The Supplier shall ensure all work is recorded in the District's facility management software. This will include all labor hours by the Supplier's employees and subcontractors, material/supply costs and special equipment costs.

The Supplier shall functionally close out all work within five (5) business days. The work will not be considered complete until all required data entry work and other administrative requirements are completed. This includes reporting all changes to fixed assets and recording all costs, materials, equipment, subcontracted work, etc. in the facility management software. Work cost shall be loaded into the facility management software within one (1) business day of the work being performed unless this requirement is specially not required for the task.

Training, operating instructions, operating manuals, warranties will be provided to the District no more than 30-days after purchase for all new equipment and systems installed as part of the work. The Supplier shall comply with all federal, state and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws, codes, manufacturer's recommendations and accepted industry standards. District policy, regulations and specifications will apply as developed.

Standing Work Orders are those tasks that are recurring or report preparation in nature but no Preventative Maintenance. These Work Orders will be issued for specific tasks or series of tasks for a set period. Employee labor rates, parts and supplies and number of hours dedicated to a Work Order is required to enter in the District's Facilities Management Software that will help the District to track costs with operation of each school building.

It is the intent of the District to have the Supplier perform most of the Work Orders for an assigned facility. The District reserves the right to have other District personnel, or contractors to inspect and perform these tasks as desired. All Work Orders are direct reimbursable work for material costs and special equipment at no mark-up.

## **X. BUILDING ASSESSMENTS**

The performance of building assessments is under performance using a third party and direct contractor to the school district. Despite a report of major building system conditions that is being compiled for each active school building, the Supplier shall perform an initial building system assessment for itself of each assigned facility and provide a preliminary report to the Senior Executive Director of Operations no later than ninety (90) days of issuance of the Notice to Proceed. A final building assessment report is due to the District on or before October 1, 2018 for

use in long-range planning for budgetary spending in the District's current and concurrent fiscal years. Such reports shall include:

- a. The status of all mechanical systems
- b. A list of all required repairs to each facility
- c. A detailed description of all corrective maintenance required (interior and exterior)
- d. Preventative maintenance schedules for each facility (and if any adjustments are necessary)
- e. Safety assessment of each facility include fire code compliance

## **XI. UTILITY MANAGEMENT AND ENERGY REDUCTION**

The Supplier shall be responsible for ensuring the building temperatures, controls, humidity levels, light levels and other environmental conditions are maintained in accordance with industry standards and as otherwise defined in this contract. The Supplier shall also actively participate in assisting the District in reducing energy costs and the execution of energy reduction programs by periodically providing data relevant to the energy usage at each assigned facility at such reasonable intervals as required by the District's Director of Energy and Sustainability. The Supplier shall produce monthly reports on utilities usage in such format as mutually agreed upon.

The Supplier shall also assist the District with its sustainable efforts such as the "Go Green Challenge" program in select schools. In support of this initiative, the Supplier shall appoint one (1) school-based staff member per participating school to be a member of the school's Green Team. The assigned person shall participate in school based Green Team meetings and shall assist the school administrators with implementation of the Green Team projects. The Supplier shall also assign one (1) management level staff member to the District's Go Green Challenge Advisory Council that meets quarterly.

## **XII. EMERGENCY SERVICES**

The Supplier agrees to respond to any emergency requests for water pick-up and/or mop-ups made necessary by rain, plumbing failure, leaks or accidents on an as-needed basis at any time during 24 hours per day, 7 days per week and/or 365 days per year.

The Supplier's supply of any additional emergency services needing an anytime response must be pre-approved by the District. Any invoice for this type of service must include the building name, date, area(s) affected, scope of work performed, hours expended by contract personnel and name of person authorizing the work to be performed.

## **XIII. AFTER-SCHOOL AND WEEKEND ACTIVITIES (COMMUNITY USE OF SCHOOLS)**

The Supplier will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events or rental agreements that occur at school locations. This is considered part of a regular work day.

Custodians are to be scheduled in such a way that:

- a. In K-8 schools, any space used for an after-school activity shall be cleaned after the end of that activity provided it ends by 9:00pm
- b. In middle schools and high schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 10:00pm
- c. Spaces that are to be used for after-school activities are to be cleaned and set-up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity within the building.

Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Supplier will be responsible to open and prepare the building for scheduled use on Saturday and Sunday. These scheduled events may be related to district rental agreements of administrative and staff needs. Hours of service for event that extend outside of the regular schedule must be invoiced by the Supplier separately from the monthly contract fee and will be mutually agreed upon prior to the event.

The District manages Community Use using Schooldude. The Supplier will be given access to the District's Facilities Management Software to view and print permits/schedules of events and to review requirement levels for each event.

#### **XIV. SAFETY AND COMPLIANCE**

- a. The Supplier will provide for a safe well-maintained facility to include:
  - i. Maintenance of all facility doors, roofs, windows and means of fire egress.
  - ii. Routine review of normal and emergency power supplies
  - iii. Recommendations to administration concerning life safety procedures
  - iv. Maintenance of facility equipment and structures to ensure a safe environment
  - v. Maintenance of grounds, pavement, parking lots, and facilities and playscapes to ensure a safe environment
  - vi. Provide assistance to the District in alignment with the District's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards and applicable Life Safety Codes, including playground safety inspections
    1. Collect and file in an organized manner, any documents provided by the District for certification of the physical plant's compliance with all applicable laws and regulations
    2. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis
    3. Prepare and submit a school safety assessment findings status report on a quarterly basis
    4. Supplier shall administer a safety incident reporting system to include investigation and evaluation of incidents
    5. Provide safety-related information, including AHERA, Hazard Communication Plan, presentations for new employees and continuing

education of all employees in accordance with local, state and federal regulations and provide the district with copies of its presentations

6. Maintain liaison with safety-oriented agencies

**XV. QUALITY CONTROL/INSPECTIONS**

The Supplier's Supervisor, the District's designee and other personnel as deemed appropriate by the District's designee will perform periodic inspections of each school to ensure: (i) the tasks are completed according to the cleaning frequency requirements in this contract; (ii) that the quality of work is satisfactory; and (iii) the Supplier's compliance with other terms of this contract. The Supplier's supervisor(s) will use the agreed upon inspection form(s) for this process.

The District's Superintendent, the District's designee and the principal may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance of the Supplier. The Supplier will be granted a reasonable time to correct deficiencies.

**XVI. RECORD KEEPING REQUIREMENTS**

**a. MIOSHA**

The District shall maintain all required MIOSHA records. Should the Supplier have occasions to bring any new chemicals onsite, the Supplier must receive pre-approval by the District's designee and provide one copy of the Safety Data Sheet (SDS) to the District's designee.

**b. Procedural Manual**

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

- i. Supplier's standard policies and procedures
- ii. Daily routines or schedule for custodians assigned to the building
- iii. Emergency and safety procedures
- iv. List of equipment maintained in the building
- v. Maintenance and use manuals for all custodian equipment in the building
- vi. List of all custodians assigned to each school and shift
- vii. Standard cleaning procedures

**XVII. GOVERNMENT REGULATIONS AND DISTRICT POLICIES**

**a. Regulations & Policies**

The Supplier must have a complete working knowledge of and must comply with all the following:

- i. Asbestos Hazard Emergency Response Act (AHERA) regulations
  - o Annual Training of Custodial and Maintenance employees
  - o Annual Notification of Asbestos-Containing Materials
- ii. MIOSHA and Right-to-Know regulations

- Annual Training of Custodial, Maintenance and Engineering employees
- All applicable federal, state and local laws, codes and regulations
- iii. Detroit Public Schools Community District Board policies and administrative guidelines current, and as developed
- iv. Supplier will ensure that any substances as defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws

**b. Deductions**

- i. If one or more schools are closed for more than three consecutive school days for “acts of God”, building renovations and/or problem with the building, the District’s designee may request that cleaning services be suspended in the applicable school(s). If this occurs, the District’s invoice for that month will be reduced by the labor hours being saved as a result of that cleaning, maintenance and/or engineering services not being needed. If any such service reduction can be reasonably anticipated by the District, the District’s designee will provide as much lead time to the Supplier as possible.
- ii. If one or more school days are loss due to Supplier or its Subcontractor’s error, operations negligence or negligence of its employees, the monthly bill will be reduced by the number of days the school or building is closed in the number of labor hours not expended.
- iii. If the District is assessed any fines for MIOSHA and MDEQ violations arising out of these contract services and attributable to the Supplier, the Supplier shall reimburse the District for these fines by commensurably reducing the changes on the monthly invoice.

**XVIII. CUSTOMER SERVICE AND STAFFING SPECIFICATIONS**

**a. Customer Service**

The Supplier shall foster a stake in ownership by providing quality customer support services to include proactive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship and responsible fiscal administration.

All employees are to present themselves in an appropriate manner and attire consistent with the District’s Board policies and the District’s administrative guidelines. The District reserves the right to seek removal of a Supplier’s employee whose moral conduct, behavior, health habits or appearance are unsatisfactory. A Supplier’s employee shall be immediately removed under allegations of inappropriate touching, theft or use of district property or other like complaints. while an investigation of these allegations is performed by the District’s Police Department. The District’s decision shall be final.

All of the Supplier’s employees assigned to the District must meet the following requirements;

- Must be at least 18 years of age
- High School graduate or equivalent GED

- U.S. Citizen or authorized to work in the US
- Completion of criminal background and history report and results in compliance with state laws
- Able to read, write and speak English fluently and to use courteous language
- Able to inspect, see and report maintenance needs to the Supervisor and/or to the building principal
- Able to interact positively and appropriately with students, school employees, and the public. (NOTE: this shall especially apply to the Head Custodian)
- Able to productively work with minimal supervision
- Competent persons who are well trained in work assigned
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of using, distributing or dispensing of any controlled substance, including alcohol while on school grounds
- Punctual
- Well-groomed and in uniform

English may be the employee's first or second language. Because of the need to communicate with English speaking students, staff, vendors and community members, all employees must be able to read, write and speak conversational English.

Supplier shall maintain attendance records with include electronic timekeeping for all its employees. This requirement is to enable District staff to determine which of the Supplier's staff is in each school or working on a given day in support of the District. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building. No hand-written record of timekeeping will be accepted. These records will be audited each quarter.

At no time shall the Supplier's personnel do any of the following:

- Leave custodial closets, products or equipment unattended
- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets use telephones or computers or tamper with personal property owned by District staff or students
- Talk or text on personal cell phones while on duty or use a personal music device
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any district equipment that is not required to perform duties
- Smoke or use any tobacco products on District property
- Use profane language

- Fraternize with students directly, indirectly or through social media
- Take photographs of students, staff or District internal systems

No visitors, spouses or children of the Supplier's employees will be allowed at work site during working hours unless they are bona fide employees of the Supplier.

**b. Employee Placement and Conduct**

The Supplier shall supply the District a list of all employees (whether directly employed or a subcontractor) assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated. The Supplier shall certify that these individuals have been properly vetted and do not have criminal background or other offenses that would deem them ineligible to provide services under this contract. This list should be periodically updated if the Supplier brings on additional employees during the contract. Specifically, the Supplier must inform the district and the building principal at least 48 hours before a new employee is placed at any school in the district. A new certification is required upon renewal of the contract or upon a contract extension.

The District reserves the right to request that the Supplier remove any employee, contractor or sub-contractor from service under this contract due to unsatisfactory performance, improper conduct, poor appearance and/or poor behavior. If the District's designee notifies the Supplier in writing that any of the Supplier's employees assigned to the District is incompetent, disorderly or otherwise unsatisfactory, the Supplier will remove such employee within one (1) shift and will not again assign that employee to work anywhere in the District without written consent of the District's designee.

**i. Substitute**

The Supplier must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to ensure that the District is adequately staffed in the event of illness or injury. The Supplier will recruit, background check, employee, train, pay and supervise all substitute custodians for this contract.

The Supplier is required to inform the building principal and the Department of Facilities when there will be a change of employees for absence purposes.

**ii. Staffing Requirements**

Generally, the District requires the Supplier to have staffing available from 4:00AM and 12:30AM.

The Supplier shall perform the services set forth in this contract at time periods as approved by the District's designee.

Regardless of the District's minimum specified staffing level and hours, it the Supplier's responsibility to maintain the standard of cleanliness and heat to prevent catastrophic consequences in this contract. It is the responsibility of the Supplier to provide sufficient personnel to ensure that the requirements are met and that each building is effectively clean daily.

**iii. School Closing- Snow Days**

Building Engineers and Custodians are required to work on “snow days”. Custodians are responsible for cleaning snow and ice and distributing ice melt around doorway entrances and sidewalks on District property. In addition, they will be required to perform other tasks listed on the Cleaning Frequency Requirements. On snow (or ice) days, the District may permit the afternoon shift custodians to begin work at 9:00AM instead of their afternoon start time, with the approval of the District designee. No Supplier employee is to be laid-off or directed to not to report to work on such days unless prior approval is granted by the District.

**iv. Holiday Breaks**

The Supplier will be required to provide Complete Facilities Management in all district buildings owned, leased and/or operated during break periods. Extra cleaning is performed during this time.

Notwithstanding the closing of the District on the holidays listed in this contract, the Supplier shall provide Complete Facility Management services during scheduled breaks to accomplish major cleaning and maintenance services that cannot be performed during the regular school day. Scheduled breaks and summer cleaning and maintenance shall be coordinated with the District.

A Supplier may work on a holiday or day when a building is closed. If the Supplier receives prior authorization to complete such work, the Supplier may bill for time worked on such holiday or closed day. However, if the Supplier is not providing services on a holiday or closed day, the Supplier may not bill, and will not be paid for, holidays or days when the buildings are closed.

**v. Unfilled Employee Absences**

Whenever the Supplier’s personnel are absent from part or all their District assignment and a substitute is not provided by the Supplier, the Supplier must deduct the charge for that employee(s) from the Supplier’s monthly invoice to the District.

**vi. National Labor Relations Board**

By executing this Agreement, the Supplier certifies under penalty and/or perjury under the laws of the State of Michigan that no more than one final, unappealable finding of contempt by a court has been issued against the Supplier or its Subcontractor within the immediately preceding two (2) year period because of the Supplier’s failure to comply with an order of the National Labor Relations Board.

**vii. Training**

The Supplier’s employees must be thoroughly trained, be qualified and capable of performing the work assigned to them. Training provided must be continuous to ensure that Supplier’s employees are equipped with the most up-to-date quality standards and innovative ways of improving quality- maximizing efficiency and cost savings. The Supplier’s employees must be able to effectively communicate with District staff.

The Supplier's employees must be trained on applicable local, state and federal health and safety regulations.

The Supplier shall provide the District with copies of training records and certifications of the Supplier's workforce no less than 30 days after the execution of the contract and ongoingly as credentialed employees are hired for specialty work (*i.e.*, Boiler Operator License, Journeyman's card, proof of enrollment in formal apprentice program, union card, *etc.*).

If the Supplier fails to provide certification for a credentialed employee (apprentice, journeyman, master, *etc.*) and submits billing for such employee, the District will not pay such fees. And, the District retains the right to ask for removal of such employee from work under this contract.

The Supplier must provide documentation annually to certify that their employees have attended the necessary training for each fiscal year in accordance with the Supplier's training procedures.

**viii. Uniforms**

The Supplier's employees must wear a clearly identifiable logo uniform (pre-approved by the District) during working hours and on any of the District's other properties as well as proper identification badge. Every employee must be easily recognizable and identifiable by DPSCD staff. Supplier shall provide all appropriate Personal Protective Equipment (PPE) for all its employees as required by OSHA.

**ix. Equipment**

The Supplier shall provide all tools, equipment, vehicles, communication devices, any office equipment and computers to be used in providing the required services of this contract.

**XV. SCRAP VALUE**

Should the Supplier replace or repair District equipment which results in material being removed, if such removed material has scrap or other value, the Supplier shall request and receive, in writing, District approval to sell such material. If sold, the Supplier shall provide the District with seventy-five (75%) of the profit made from any such sale.

**XVI. SPECIAL PROJECTS**

Should the District request the Supplier to conduct repair or maintenance outside of the above listed regular, routine, corrective, preventative maintenance or repair – it shall be deemed a special project. Before completing any such special project, the Supplier must receive in writing authorization to proceed. The Supplier must present a separate invoice from the monthly contract fee for such special projects. And, the Supplier and District will mutually agree upon the pricing before commencement of the work.

**XVII. RECEIPT OF WORK ORDERS & RESPONSE TIME**

Except emergencies, daily custodial work and clean bathroom hotline initiative responses, all work orders received by the Supplier from the District shall be completed within five (5) days of receipt. When a principal reports a need/request, District staff will review and approve or deny the request.

If approved, the Supplier shall respond and conduct the requested work in a timely fashion, and in no event later than five (5) days.

**SECTION D**  
**PACKAGING AND MARKING**  
**(Reserved)**  
**End of Section D**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

Felicia Venable, Senior Executive Director/Chief of Operations, is the Deputy Executive Director of Procurement and Logistics' Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Felicia Venable  
Fisher Building  
3011 West Grand Blvd.  
Detroit, MI 48202

**I. Audit**

The Supplier shall permit an authorized representative or designee, at any reasonable time, to inspect or audit all data relating to performance and billing to the District under this Agreement. Upon request of an authorized representative of the District or its designee, the Supplier shall provide copies at its expense of data related to performance and billing under this Agreement.

**II. Retention of Records**

- a. The Supplier shall maintain all financial data, supporting documents and all other records relating to performance and billing under this Agreement in accordance with Michigan and Federal law, and in no case less than five (5) years. The retention period starts from the date of submission of the final payment request. Supplier shall protect data adequately against fire other damage.
- b. Supplier shall maintain at a minimum, the following data:
  - i. A log and a file of time sheets for authorized hours worked by Supplier's employees and its Subcontractor's employees under this Agreement. The log must include but shall not be limited to the following information: (1) Name and title of the employee; (2) Subcontractor providing employee, if applicable, (3) the dates and hours worked, (4) description of the work performed, (5) license, if applicable and (6) work authorization.
  - ii. A log and a file of original invoices for all authorized Reimbursable Expenses incurred by Supplier and its subcontractors in performing work authorized under this Agreement. The log must include but shall not be limited to the following information: (1) the party incurring expenditure (Supplier or name of Subcontractor), (2) date of the expenditure, (3) the purpose of the expenditure, (4) description of goods or services

purchased, (5) price of the expenditure and (6) work order number which said expenses were incurred.

----- End of Section E -----

## SECTION F DELIVERIES OR PERFORMANCE

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

Below is a list of deliverables and time requirements for the initial plans:

| <b>Quality Control Program</b>          |   |
|---|---|
| Quality Control Management Plan         | Within 60 days of contract start date         |
| Updated Quality Control Management Plan | Within 60 days of facility transition date    |
| <b>Safety Program</b>                   |   |
| Quality Control Management Plan         | Within 30 days of contract start date         |
| Hazardous Waste Management Plan         | Within 60 days of facility transition         |
| <b>Facility Transition Plan</b>         |   |
| Quality Control Management Plan         | Within 30 days of contract start date         |
| <b>Master Maintenance Plan</b>          |   |
| Initial Assessment                      | Within 60 days of facilities transition date  |
| Final Draft                             | Within 90 days of facilities transition date  |
| Final Plan                              | Within 120 days of facilities transition date |
| <b>Roof Management Plan</b>             |   |
| Roof Management Plan                    | Within 60 days of contract start date         |

The primary place of performance of the services is the Detroit Public Schools Community District. The typical school building hours of operation are from approximately 6:00AM to 6:00PM continuously Monday through Friday except on District observed holidays and days of early dismissal in which students are dismissed. Hours of operation may vary by DPSCD location; and be adjusted seasonally, with flexible staffing to ensure building coverage and avoid any mechanical damage due to climate. In addition, the Supplier will assist with flexible scheduling and utilization of building systems to minimize the need for additional labor charges. Supplier must also have an Emergency Response Team (ERT) with 24 hours, 7 days a week and 36 days per year availability, and may use flexible scheduling to provide such coverage, provided however if extraordinary events occur, and Supplier's labor costs increase due to such occurrences, the District agrees to review Supplier's claims for additional amounts and upon approval, the Contractor Amount shall be adjusted to include such increased labor costs.

The District reserves the right to change all the work schedules with notice to the Supplier.

**End of Section F**

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

1. The Deputy Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Deputy Executive Director of Procurement. All changes must be in writing, signed by the Deputy Executive Director of Procurement.
2. The Supplier shall not assign, sell, transfer or otherwise dispose of the contract or any portion thereof or rights, title or interest therein without prior and written approval from the Deputy Executive Director of Procurement and Logistics.
3. The Supplier will not be permitted to subcontract any portion of this contract without prior written approval of the Deputy Executive Director of Procurement and Logistics. No subcontract will, in any case, relieve the Supplier of its responsibility under the contract. Written consent to subcontractor, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Supplier of any responsibility for the fulfillment of the contract. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. The District reserves the right to approve any major changes to this Agreement including the decision to release any Subcontractor to perform all or a portion of the Agreement as “self-op”.
4. Invoicing and Payment

Original Invoices shall be submitted to:

Office of Finance  
Detroit Public Schools Community District  
Fisher Building 11<sup>th</sup> Floor  
3011 W. Grand Blvd.  
Detroit, Michigan 48202

And shall conform to policies and regulations adopted by the District when developed. Invoices shall be legible and shall contain, at a minimum the following information:

- i. The Contract Number
- ii. Purchase Order
- iii. Complete Itemization of all costs
- iv. Quantifies Ordered and Installed of any parts and supplies
- v. Any Corrective Maintenance – Major Work Proposal with signature of approval
- vi. Any discounts offered to the District under the terms of the contract

A copy of the invoice shall also be forwarded to DPSCD, Department of Facilities:

- b. Detroit Public Schools Community District  
Support Services Complex, Building C  
1601 Farnsworth

Detroit, Michigan 48202  
Attn: Director of Facilities

5. Monthly invoicing shall be set forth herein. Reconciliation of expenditures shall be performed on a quarterly basis and estimated budgets/actual payments will be adjusted accordingly.
6. Subject to the withholding provisions of the contract, payment shall be made within a 30-day payment cycle after the District's receipt of a properly prepared and supported invoice.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

The supplier may employ, among others, persons who served as hourly workers to the companies that provided maintenance, custodial and engineering services to the District for the 2017-2018 school year ("Former Companies"). However, the supplier is prohibited from: (i) employing; (ii) sub-contracting; (iii) consulting with; or (iv) otherwise providing any funds gained under this agreement to the owners, co-owners, partners, principals, directors, and/or managers of the Former Companies or former employees of the District ("Prohibited Persons"). Further, the Prohibited Persons may not have any involvement or dealings with this Contract without the express, prior written consent of the District. The supplier's infraction of this special contract requirement, contract clause and/or section will be deemed a breach of contract and subject to reimbursement to the District.

----- **End of Section H** -----

## SECTION I GENERAL CONTRACT CLAUSES

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|      |  |
|------|--|
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| I.02 | Term of the Contract                                 |
| I.03 | Option to Extend the Term of the Contract (Reserved) |
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**I.01 Type of Contract**

This will be a Performance Base Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

**I.02 Term of Contract**

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

**I.03 Option to Extend the Term of the Contract (Reserved)**

**I.04 Availability of Funds (Multi-Year) (Reserved)**

**I.05 Holidays:**

The District observes the following Holidays:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

These Holidays are not paid days off for the Supplier or its employees. In relation to the Holidays, the Supplier will only be paid for work actually performed on the Holidays.

**I.06 Compliance with Applicable Laws**

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

**I.07 Licenses and Permits**

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal,

and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

#### **I.08 Licensed and Qualified Personnel**

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein and shall be qualified to do so and licensed if required.

#### **I.09 Criminal Background Screening**

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

#### **I.10 Equal Opportunity**

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

#### **I.11 Subcontractors and Outside Consultants**

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms

as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors' written agreement to be bound by the terms thereof.

## **I.12 Drug-Free Workplace**

1. Definitions. As used in this clause –
  - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
  - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
  - c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
  - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
  - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
  - g. “Individual” means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
  - a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The Supplier’s policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
- d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- e. Notify the Deputy Executive Director of Procurement and Logistics in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.
  - i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### **I.13 Standards of Performance and Reasonable Assurances**

1. The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.
1. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
2. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

#### **I.14 Materials and Equipment**

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

#### **I.15 Patents and Royalties**

The Supplier, without exception, shall indemnify the hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### **I.16 Warranty of Services and Goods**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed, and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Deputy Executive Director of Procurement and Logistics shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Deputy Executive Director of Procurement and Logistics may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

#### **I.17 Adjustment and Cleaning**

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

#### **I.18 Federal, State, and Local Taxes**

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

#### **I.19 Project Personnel**

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Deputy Executive Director of Procurement and Logistics. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

#### **I.20 Removal of Employees, Agents or Subcontractors**

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

#### **I.21 Photo Identification Badge**

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

#### **I.22 Performance Meetings/Reports**

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution

meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

### **I.23 Independent Contractor**

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

### **I.24 Insurance**

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Office of Procurement and Logistics, Fisher Building, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
  - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
  - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
  - c. **Commercial General Liability Insurance** coverage limits in the amount of \$1,000,000.00 (One Million Dollars) per occurrence and \$2,000,000.00 (Two Million dollars) aggregate.
  - d. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$5,000,000.00 (Five Million Dollars) per occurrence and \$5,000,000.00 (Five Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject

to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11<sup>th</sup> Floor, Detroit, MI 48202.

7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.

8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.

10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.

11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

## **I.25 Changes**

1. The Deputy Executive Director of Procurement and Logistics may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Deputy Executive Director of Procurement and Logistics grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Deputy Executive Director of Procurement and Logistics.

## **I.26 Notices**

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Deputy Executive Director of Procurement and Logistics, Detroit Public Schools Community District, Office of Procurement and Logistics, 3011 West Grand Blvd., 11<sup>th</sup> Floor, Detroit, Michigan 48202.

### **I.27 Indemnification**

The Supplier agrees to indemnify, hold harmless and defend the School District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence of the School District, its Board of Education, or its employees.

### **I.28 District Restrictions**

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Deputy Executive Director of Procurement and Logistics in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

### **I.29 Assignment or Transfer**

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

### **I.30 Audit, Examination and Retention of Records**

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (*i.e.*, at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof,

or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

### **I.31 Award Certificates**

Supplier agrees that the information provided in Section K and, specifically, the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

### **I.32 Conflict of Interest**

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
  - a. Award of the Contract may result in an unfair competitive advantage; or
  - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Deputy Executive Director of Procurement and Logistics, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District's best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Deputy Executive Director of Procurement and Logistics, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **I.33 Gratuities**

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

### **I.34 Interest of Public Officials**

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

### **I.35 Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

### **I.36 Confidentiality, Ownership and Protection of District Property**

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Deputy Executive Director of Procurement and Logistics directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

### **I.37 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Deputy Executive Director of Procurement and Logistics prior to release.

### **I.38 Suspension of Work**

1. The Deputy Executive Director of Procurement and Logistics may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Deputy Executive Director of Procurement and Logistics in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Deputy Executive Director of Procurement and Logistics in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

### **I.39 Termination and Non-Compliance**

1. Either party may, by written notice to the other party, terminate this Contract in whole or in part at any time, either for convenience (including non-availability of funding) or because of the failure of the other party to fulfill its Contract obligations, including, but not limited to, Supplier's failure to: (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice from the District, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Deputy Executive Director of Procurement and Logistics all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than 90 days) agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

#### **I.40 Insolvency**

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Deputy Executive Director of Procurement and Logistics responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

#### **I.41 Dispute and Dispute Resolution**

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Deputy Executive Director of Procurement and Logistics, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Deputy Executive Director of Procurement and Logistics, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Deputy Executive Director of Procurement and Logistics as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Deputy Executive Director of Procurement and Logistics' decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s)

or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

#### **I.42 Notice of Labor Disputes**

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Deputy Executive Director of Procurement and Logistics.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

#### **I.43 Anti-Kickback Procedures**

(1) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.

"Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(a) means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(b) includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (2) The Anti-Kickback Act of 1986 (the Act), prohibits any person from --
  - (a) Providing or attempting to provide or offering to provide any kickback;
  - (b) Soliciting, accepting, or attempting to accept any kickback; or
  - (c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.
- (3)
  - (a) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
  - (b) When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Deputy Executive Director of Procurement and Logistics.
  - (c) The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
  - (d) The Deputy Executive Director of Procurement and Logistics may
    - (i) offset the amount of the kickback against any monies owed by the District under the prime contract and/or
    - (ii) direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Deputy Executive Director of Procurement and Logistics may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Deputy Executive Director of Procurement and Logistics when the monies are withheld.
  - (e) The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

#### **I.44 Pending Legal Dispute with District**

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Deputy Executive Director of Procurement and Logistics shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

#### **I.45 Governing Law**

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

#### **I.46 Supplier Authorization**

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

**I.47 Bid, Performance Bond**

The Supplier shall provide a performance and payment bond, in form and amount approved by the District, with a surety listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570), which can be viewed on the Internet at [http://fms.treas.gov/c570/c570\\_a-z.html](http://fms.treas.gov/c570/c570_a-z.html)

**I.48 Liquidated Damages (Reserved)**

**I.49 Miscellaneous**

This Contract can be extended, modified or amended only by a written agreement signed by the Deputy Executive Director of Procurement and Logistics and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any attachments or amendments hereto.

This Contract, including the attachment, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

----- **End Of Section I** -----

**SECTION J**

**LIST OF ATTACHMENTS**

Attachment A – Pricing Matrix

Attachment B – Key Performance Indicators

Attachment C – School Listing

Attachment D – Operating/Engineer Work

Attachment E – Minor Corrective Maintenance

Specification A – Cleaning and Custodial Responsibilities

**End of Section J**