

Facilities Department 7454 B Dr. North Battle Creek, MI 49014 (269) 441-6550 Fax (269) 962-6034

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

INDEX OF APPENDICES

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

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Harper Creek Community Schools

REQUEST FOR PROPOSALS

FOR

CUSTODIAL SERVICES

2022

Created by:
Jim Robinson
Director of Facilities
Harper Creek Community Schools.

1. OVERVIEW

Harper Creek Community Schools (the "School District") currently provides custodial services for all of its Facilities on a year – round basis utilizing a third-party contracted service provider. The purpose of the Request For Proposals For Custodial Services (the "RFP") is to solicit proposals under which a contractual relationship(s) may be established with one or more experienced and qualified entity(ies) to provide the Custodial Services requested herein to the School District in the most efficient and cost-effective manner possible while, at the same time, ensuring that the staff, students and community users of the School District's Facilities have a safe, healthy, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those Facilities.

1.1. OBJECTIVES OF RFP

The primary objective of this RFP is to offer experienced professional custodial service providers the opportunity to present a Proposal that thoroughly details their scope of services, staffing plans and cost structures for, along with their <u>qualifications</u> and <u>experience</u> in, providing and performing comprehensive custodial services for the School District and its Facilities.

The secondary objective of this RFP, subject to the terms and conditions of the Contract, is to establish a mutually beneficial relationship with one or more experienced professional service providers under which the Custodial Services will be performed. Each Proposal must detail the Contractors' experience and expertise in order to allow the School District to properly and promptly evaluate each Proposal and the scope of services to which the Proposal pertains and the failure to do so may cause the School District to reject said Proposal.

NOTE: Throughout this RFP, a prospective custodial services entity is referred to as the "Contractor".

1.2. RFP PROCESS

The RFP and related documents will be available through the School District's website at:

https://www.harpercreek.net

As set forth in Section 1.4 a <u>mandatory</u> Pre-Proposal Conference will be held by the School District on the date and time set forth in Section 1.4 herein <u>via Zoom Virtual Meeting utilizing the</u> <u>following meeting ID and Passcode:</u>

Zoom Meeting ID: 892 7792 5827 Passcode: wih4Yh

During the virtual Pre-Proposal Conference, the School District will address currently operational issues and the desired scope of Custodial Services and Contractors will be given the opportunity to ask questions regarding this RFP and the scope of the Custodial Services. Thereafter, Contractors will be given an opportunity to tour the entire School Districts Facilities on the date and time set forth in Section 1.4 herein. For the Facilities tours, only one (1) representative from each company is permitted to attend for safety and capacity reasons. Any questions or issues from prospective Contractors prior to or following the Pre-Proposal Conference will be addressed by the School District in accordance with Sections 1.5.9 and 1.5.11 of this RFP.

Following the receipt of Proposals, the School District will review and evaluate the scope of, and methods and procedures for, the Custodial Services, as well as staffing plans and cost structures proposed to provide effective Custodial Services for the School District within the scope of this RFP and the Contract. Past experience will also be reviewed through the references of each company, and accordingly, staffing and experience with public school district facility operations should be included in the company's qualifications as these references will be a component of the School District's review of each Proposal.

The School District may select one or more experienced and qualified companies to proceed with the interview and negotiation process from those submitting Proposals. The School District, in its sole and absolute discretion, will select the Proposal(s), if any, that it deems most qualified to serve the best interest of the School District, and may elect to move forward with all, some or none of the companies submitting Proposals. A major portion of the negotiations will include financial terms of the Contract. The School District reserves the right to select different/multiple vendors to perform the Custodial Services contemplated under this RFP.

1.3. **SCHOOL DISTRICT PROFILE**

The School District is located in Calhoun County, Michigan. The School District has a current enrollment of approximately 2,900 students in grades K-12. The School District operates eight (8) school buildings, which include three (3) elementary buildings "grades k-4", one (1) middle school building "grades 5-8", one (1) high school building "grades 9-12", one (1) administration building that also houses ISD offices and has some student learning areas in it as well, one (1) transportation office building and one (1) field house building "this building houses locker rooms and storage for the football and soccer stadium". These facilities contain approximately 680,000 gross square feet of space which must be cleaned and maintained daily. In addition to regular weekday used for educational and co-curricular activities, scheduled use of the Facilities regularly occurs after school and on weekends. These additional uses are relatively common, especially at the High School and Middle School Facilities. Please refer to the accompanying information and attachments for requisite operational information relative to the School District's Custodial Services.

1.4. RFP TIMELINE

The School District's anticipated timeline for its RFP process is;

Issuance of this RFP April 5, 2022 Mandatory Pre-Proposal Conference 11:00 am. April 11, 2022

Held via Zoom Meeting ID:

Passcode:

Facilities Tours (Must RSVP) 10 a.m. April 14, 2022 Deadline for Intent to Respond 5 p.m. April 14, 2022 Deadline for written Requests for Clarification 1 p.m. April 19, 2022

DUE DATE FOR PROPOSALS 1 p.m. April 22, 2022

Contractor Interviews and Presentations Consideration for Contract Award Board of Education Approval of Contractor

Implementation of Contract

April 26, 2022

May 2, 2022

July 1, 2022

April 29, 2022

<u>PLEASE NOTE</u>: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline set forth above as it determines to be in its best interest.

1.5 PROPOSAL SUBMISSIONS DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

April 22, 2022 at 1:00 pm local time (the "Due Date").

1.5.1 <u>Proposal Delivery:</u> The Proposal and all other required information must be delivered in a sealed box or other appropriate sealed packaging marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED HARPER CREEK COMMUNITY SCHOOLS CUSTODIAL SERVICES (Contractors Name)

(Contractors Address)
(Contractors Telephone Number)
(Type of service(s) included in Proposal)

The Proposal package must also be addressed and delivered on or before the Due Date as follows: HARPER CREEK COMMUNITY SCHOOOLS

Attention: Jim Robinson 7454 B Dr. North Battle Creek, MI 49014

- 1.5.2 <u>Signed Original Proposal</u>: Each Proposal must be submitted as an original hard copy and signed by an authorized member of Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted or considered. Each Proposal must be submitted to the Proposal Forms attached to this RFP. The **Pricing Forms**, **Staffing Forms and Affidavits <u>must</u>** be submitted in a separate sealed envelope as set forth in Section 1.5.3 below. **Moreover**, see Section 1.6 regarding format of Proposal.
- 1.5.3 <u>Separate Envelope for Pricing and Staffing Forms and Affidavits:</u> The Contractor <u>must</u> submit all **Pricing Forms, Staffing Forms and Affidavits** in a separate sealed envelope as part of its overall Proposal Package. The envelope should be marked in the same manner as set forth in Section 1.5.1 above, but also include "PROPOSAL FORMS" in the lower right-hand corner of the envelope. This will enable the School District to efficiently conduct the Proposal Opening Process.
- **1.5.4** <u>Copies of Proposal:</u> The Contractor shall also submit seven (7) complete copies of the signed original Proposal (with all Proposal Forms and Affidavits) and one (1) copy of the entire Proposal (including Proposal Forms and Affidavits) on a flash drive. If there is any discrepancy between the hard copy Proposal and the electronic version, the hard copy shall control.
- **1.5.5** <u>Late Proposals</u> Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

- **1.5.6** <u>Returned Proposals</u> All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense, for a period of two (2) weeks following the Due Date.
- 1.5.7 Opening of Proposals: At approximately 1:15 pm on the Due Date stated above, the School District will acknowledge receipt of and open all timely submitted Proposals publicly via a **Zoom Virtual Meeting utilizing the below Meeting ID and Password.** No immediate decision will be rendered.

Zoom Meeting ID: 846 879 8491 Password: 329890

- 1.5.8 <u>Intent to Respond</u>: Each Contractor who intends to submit a Proposal in response to the RFP is asked to submit an "Intent to Respond" by e-mailing Jim Robinson at <u>robinsonj@harpercreek.net</u> on or before <u>5 p.m.</u>, <u>April 14, 2022</u> (Subject Line: Custodial RFP Intent to Respond). The Intent to Respond shall include the name of the Contractor, the name of a contact person and that person's e-mail address, and any other information requested in the form. Failure to submit an Intent to Respond by the aforementioned deadline does not preclude a Contractor from submitting a Proposal; however, Contractors who do not submit an Intent to Respond by the aforementioned deadline will not receive notifications of Requests for Clarification and Addenda and it shall be the Contractor's sole responsibility to check the School District's website for the same.
- 1.5.9 Facility Tour & Additional Requests for Clarifications: Prospective Contractors may attend the tour of representative Facilities with a representative of the School District at the date and time set forth in Section 1.4 above. All Contractors must RSVP to the School District to attend the Facilities tour and only one (1) representative from a Contractor may attend the Facilities for safety purposes. All RSVPs for the Facility tour must be made via email to robinsonj@harpercreek.net (Subject Line: Custodial RFP RSVP For Facility Tour.) Prospective Contractors may also request that the School District clarify information contained in this RFP. All such requests must be made in writing via e-mail and must be directed to robinsonj@harpercreek.net (Subject Line: Custodial RFP Request For Clarification). The Pre-Proposal Conference will be used to address questions asked during the Pre-Proposal Conference. Following the Pre-Proposal Conference, the School District will accept, and will attempt to provide a written response to additional written Requests For Clarification within three (3) business days after the final date for Requests For Clarification. The School District will not respond to any Request For Clarification received after 1 p.m. April 19, 2022. The response for any Request for Clarification will be posted to the School District's website and notification of such posting will be made to any oral questions. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all clarifications and Addenda to this RFP.
- **1.5.10** Restrictions On Communication: From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall **not** communicate about subject of this RFP or a Contractor's Proposal with: administrators, faculty, staff, students, contractors or employees of the School District; except for the Mandatory Pre-Proposal Conference/Facility Walkthrough, the Intent To Respond or additional Requests for Clarification in accordance with Paragraphs 1.5.8 and 1.5.9 above, or as otherwise required by applicable law.
- **1.5.11** Addenda to the RFP: If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunications, acknowledge all addenda which it

has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

- 1.5.12 <u>RFP/Proposal Information Controlling:</u> The School District intends that all Contractor's shall have equal access to information relative to this RFP, and that the RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained I the addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal. The School District may utilize e-mail to communicate with prospective Contractors and except for delivery of the Proposal itself, references in this RFP to "written" form of communication include e-mail.
- **1.5.13** <u>Final Decision:</u> Any decision made by the School District, including the Contractor selection shall be final.
- 1.5.14 Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right negotiate with the Contractors concerning their Proposals. Although the School District is seeking to consolidate the Custodial Services with one Contractor, the School District reserves the right to select, if any, one or more Contractors to perform the Custodial services on behalf of the School District. In the event a Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, to reject the Proposal and award the Contract to another Contractor.
- **1.5.15** Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of Contractor.
- **1.5.16** <u>Contractor Bears Proposal Cost:</u> A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations to its Proposal or this RFP.
- **1.5.17** <u>Irrevocability of Proposals:</u> All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the Due Date for receipt of Proposals set forth above.
- **1.5.18** <u>Collusive Bidding:</u> The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.6 PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 1.5, 4.2, 5.1, and 5.2 of this

RFP for additional Proposal requirements. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to accomplish the Custodial Services (as defined below) set forth in this RFP and the Contract (as described below and in Section III of this RFP); and (iii) include all necessary information to enable the School District to thoroughly evaluate each Contractor's overall experience, expertise, qualification and ability to deliver the Custodial Services in accordance with the requirements and obligations of this RFP and the Contract. Each Proposal shall include any other information or explanation that the Contractor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

Attached to this RFP is a form of contract under which the Custodial Services (hereinafter all of which may be referred to as the "Services") requested under this RFP shall be provided by the successful Contractor (the "Contract") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the Contractor and should be reviewed carefully by each Contractor prior to submitting a Proposal.

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

Additionally, each Proposal must include, at a minimum, the following:

- 1.6.1 General background information regarding the Contractor, such as years in business, size of company, the services it offers, etc., which will serve as an introduction of the Contractor.
- **1.6.2** An "Executive Summary" of the Proposal, focusing on the services, staffing and cost structures proposed.
- 1.6.3 A list of references of the Contractor, including contact names, addresses, phone numbers and type and scope of services provided. The School District is particularly interested in detailed evidence if the Contractor is currently providing similar services for K-12 public school districts or educational institutions of similar size and scope as the School District. Include a list of K-12 public school districts served in the past five years that are no longer being served because they changed contractors or went back in-house if any.
- 1.6.4 Documentation of sufficient financial resources and capacity to provide the Services and carry out the Contractor's requirements and obligations under this RFP and Contract. This shall include an audited financial report for the three (3) most recent fiscal years of the Contractor. If unavailable, please clearly state the reason for the unavailability and provide equivalent alternative financial documentation. These may be submitted in a separate envelope for confidentiality purposes.

- 1.6.5 Background and qualifications of the management/supervisory personnel who will be involved in carrying out the Services required under this RFP and the Contract. Describe the chain of command and reporting relationships. Include a proposed organization chart to demonstrate how the Contractor personnel will carry out the required Services.
- 1.6.6 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 1.6.7 Evidence of the Contractor's ability to provide adequate insurance coverages as required by the RFP and the Contract to protect the interests of the Contractor and the School District. The Contractor must also provide a worker's compensation experience modifications factor on a document from the Contractor's workers compensation insurance carrier.
- 1.6.8 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.), and any rules and regulations promulgated thereunder.
- List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, and if the Contractor also maintains service contracts that are performed outside the State of Michigan, the State(s) where the Contractor's custodial/facility services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of custodial or facility services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Contractor's reporting or documentation requirements, supplies, equipment and services or the Contractor's working conditions and employment practices with Occupational Safety and Health Act and other applicable state and federal requirements. (iv) Any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner; or (v) any suit or regulatory proceeding wherein the Contractor failed dot comply with applicable law. It is contemplated under this RFP that worker's compensation and unemployment proceedings are not to be deemed part of this requirement.
- **1.6.10** Fully describe, and provide evidence and scope of, Contractor's formalized in-service training and educational programs for all of its employees.
- **1.6.11** A detailed transition plan/implementation schedule which demonstrates what steps/processes the Contractor will take to ensure a timely and effective transition.
- 1.6.12 A detailed schedule indicating the wages and benefits to be offered to the various classifications of employees of Contractor. Proposals must be detailed as to the specific salary and/or hourly wage rates that will be paid to Contractor personnel. Proposals must also be detailed as to the specific health benefits (i.e., medical/dental/vision options) and fringe benefits (paid vacation, sick days, PTO days, retirement plan options, etc.) that will be provided and/or available to the Contractor's personnel. For example the School District is interested in receiving Proposals which detail the type and quantity of paid vacations, paid sick days and/or PTO days, if any, which would be provided to Contractor's personnel.

- **1.6.13** A detailed overview of the proposed consumable and cleaning supplies and equipment to be supplied and used to perform Services.
- **1.6.14** A completed Proposal Pricing Form (See <u>APPENDIX F</u>), provided that the Proposal Pricing Form must be submitted in a separate sealed envelope as set forth in Section 1.5.3 above.
- 1.6.15 A detailed staffing plan (See <u>APPENDIX G</u>), showing how the Contractor will staff its services program, including management personnel and the number of staff and hours of coverage per shift and/or per Facility. The staffing plan must also detail how the Contractor will address absences and have adequate substitute staffing available. This staffing plan must also indicate the minimum wages and benefits per position, as well as the qualifications of proposed management personnel are available.
- **1.6.16** A complete Familial Disclosure affidavit (See <u>APPENDIX H</u>) AND A COMPLETED Iran Linked Business Affidavit (See <u>APPENDIX I</u>).
- 1.6.17 A copy of Contractor's COVID-19 Preparedness Plan.
- 1.6.18 Any other resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Services required under this RFP and the Contract.
- **1.6.19** A signed letter setting forth the Contractor's agreement to be bound by the terms and conditions of this RFP and the Contract.

For ease of reference and accessibility, please include a section in the Proposal which includes all required Proposal Forms, which includes the Proposal Pricing Form, the Proposed Staffing Plan and require Affidavits.

1.7PROPOSAL EVALUATION

Each contractor submitting a Proposal should understand that the nature of the School District's current Custodial Services are complex, and although the School District has attempted to provide comprehensive detail and information relative to the desired services, each and every fact of the School District's operations may not be detailed in this RFP. The Contractor must document their expertise, experience, and approach based on their understanding of the School District's requirements. The **mandatory** Pre-Proposal Conference and RFP process will give each Contractor an opportunity to ask the necessary questions regarding this RFP, the Contract and the Services. The Proposal must be complete, clear and concise. The following non-exhaustive categories, not listed by rank, are the principal criteria by which Proposals may be evaluated:

- > Service Capability as reviewed through Contractor's expertise, site visits, and references.
- > Business Stability checked through various sources, as well as the Proposal.
- School Facility Management Capability as reviewed through safety records, training, transition plans, facility management protocol, proposed staffing plans, and by checking other sources.
- Human Resources Management as determined by a review of references, and by reviewing staffing capability and protocol, as well as other sources. A key component of this facet of the evaluation will include the overall wage and benefit levels that are included in the Contractor's Proposal as it relates to Contractor's ability to retain qualified staffing at the levels set forth in the Proposal and required under the Contract.

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

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

1.8 ORAL INTERVIEWS

The School District may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and the Contractor's Proposal. In that case, the School District will notify the Contractor's contact name as listed on its Proposal. In accordance with the RFP selection timeline, it is anticipated that the interviews will be scheduled during times set forth in Section 1.4 of this RFP.

1.9 SCOPE OF SERVICES

Each Contractor should understand that it is the intent of this RFP that the Custodial Services shall be performed year-round at all Facilities listed in this RFP and the Contract. The Contractor will be responsible for selection, evaluation, training, compensation, and retention of its personnel and employees, including all labor, supervision, record keeping and management, necessary to clean and maintain the Facilities in accordance with this RFP and the Contract and applicable laws, regulations and ordinances.

- 1.9.1 Generally, the "Custodial Services" encompass and include the following:
 - 1.9.1.1 All janitorial services necessary to clean and sanitize all spaces of the School District's Facilities in accordance with this RFP, the School District requirements and industry standards.
 - **1.9.1.2** Responsibility to clean maintain, provide set ups and tear downs, and related services the Facilities and occupants of the Facilities.
 - 1.9.1.3 Perform minor maintenance at each Facility, which generally includes those maintenance duties that do not require licensed or skilled tradespersons and can be completed with the use of ladders, hand tools (powered or manual) and equipment.
 - 1.9.1.4 Perform snow removal from, and salt/ice melt application to, the entrance areas, sidewalks and areas adjacent thereto each Facility. This generally includes those duties that required power and manual removal equipment. This would also include any and all Emergency Exits around the Facility.
 - 1.9.1.5 Effective communication with the School District including, but not limited to, the School District administration and Board of Education building administrators, teachers and students.
 - All duties and tasks set forth in the Attachments to this RFP, which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP). These shall include both daily cleaning and summer cleaning programs.
 - 1.9.1.7 Assisting the School District with accepting deliveries and assisting with routine moving of School District property within the Facilities, as requested by the School District, to accommodate scheduled functions at the Facility.

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

1.10. INDEPENDENT CONTRACTOR

It must be understood that this RFP provides for the selection of a professional contractor to provide a turn-key program for the designated Services to the School District under an independent contractor basis.

II. SCHOOL DISTRICT OPERATIONAL INFORMATION

This information is provided to assist each Contractor in evaluating the School District and submitting a Proposal and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Contractor. The following information and appendices to this RFP are a summary of the School District's <u>current</u> and/or desired operations and scope of requested Services and are provided so that the Contractor can sufficiently and effectively evaluate the School District in submitting its Proposal. As a starting point, Contractors are to base their Proposal projections on at least providing the same type and frequency of these services and hours of Facility operation within the requirements of this RFP and the Contract. Going forward, the awarded Contractor is expected to use their expertise to further optimized the current operations and improve services, provided the level, frequency and coverage of services does not diminish. Unless specifically agreed to in writing, the successful Contractor is expected meet or exceed all tasks outlined in the RFP and the Contract.

2.1 SCHOOL DISTRICT FACILITIES INFORMATION

Included in APPENDIX A is the following information about the School District's Facilities:

- a. Applicable School Calendars
- b. Summary of the Facilities, including the Square Footage and other pertinent information for each Facility.
- c. Floor plans for each Facility.

NOTE: Floor plans will be made available only at the Pre-Proposal Conference for security purposes.

2.2 FACILITY USAGE HOURS AND EVENTS

The School District's Facilities are used daily for both educational and extra-curricular activities. The Facilities are also uses for various after-school and weekend activities. This is especially prevalent in the high school Facility. The Contractor should understand that coverage and services will be needed throughout the day and in the evening during the weekdays, and on weekends (especially Saturdays) for these events in addition to normal cleaning duties. These events generally consist of School District clubs and athletic practices/events, as well as some community usage and rental of the Facilities.

2.3 DESIRED STAFFING AND COVERAGE INFORMATION

This information is provided for the purposes of detailing the School District's current and intended future operations in order to better demonstrate the scope, manner and frequency of the desired services provided to, and the expectations of, the School District. Currently, the School District utilizes everyday cleaning schedule at all Facilities. The School District currently uses a third party Contractor for all custodial services. This includes but is not limited to one (1) day shift custodian and the high school, middle school, administration building and one (1) at each elementary building. "Total of three (3)". The District currently has one (1) day shift custodial at the administration building and no 2nd or 3rd shifts at this Facility. The High School currently uses three shifts and all other buildings utilize two (2) shifts. The School District is seeking proposals for twenty three (23) FTE of third-party contracted custodial personnel that are assigned to the Facilities to perform the required Custodial Services during the entire work day. While these set forth the desired minimum expectations of the School District, these are not requirements as to how the Contractor must operate and Contractor's may submit Proposals which may enhance the Custodial Services requested. Included in APPENDICES B and C is the following information about the School District's current operations personnel;

a. Desired staffing and coverage information regarding the Services.

2.4 REQUIRED DUTIES OF CONTRACTOR

The Contractor must perform the Services in accordance with the terms and conditions of this RFP and the Contract. In addition to the specifications set forth in this RFP and the form of Contract, the information contained in <u>APPENDICES B and C</u> includes the specific parameters for the tasks and duties currently performed at the School District and is provided to demonstrate what will be expected to be performed by the Contractor as part of the Services.

a. Custodial Duties Detail and Frequency Schedules and Procedures.

2.5 SCHOOL DISTRICT SUPPLIES AND EQUIPMENT INFORMATION

2.5.1 Consumable Supplies. All consumable supplies and materials (e g, paper towel, toilet paper, trash liners, soap, hand sanitizer, sanitary products, tissue, air fresheners) (the "Consumable Supplies) necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured by the School District through a School District-approved supplier. All Consumable Supplies used to perform the Services must be approved by the School District. All invoices for approved Consumable Supplies will be paid directly by the School District. All costs and expenses for excessive quantities of Consumable Supplies that are used by the Contractor shall be reimbursed by the Contractor. If the Contractor requests any product deviation from the School District-approved Consumable Supplies, the Contractor must prove to the School District Liaison "Director of Facilities" that the alternate supply meets or exceeds the School District's current specifications. Prior to any such changes in supplies, the Contractor must receive approval in advance and in writing the School District Liaison "Director of Facilities". The Contractor shall continue the School District's "green cleaning" initiatives. The Contractor shall be responsible to procure any necessary fuel/oil for snow blowers used to perform services.

2.5.2 <u>Cleaning Supplies</u> All cleaning supplies and materials (e.g., mops, buckets, brooms brushes, dusters, pads, chemicals and solutions) (the "Cleaning Supplies) necessary for the provision of the Services in accordance with the terms and conditions of this RFP and the Contract will be procured through a School District-approved supplier. All costs and expenses for excessive quantities of Cleaning Supplies used by the Contractor shall be reimbursed by the Contractor. "This is to include chemicals whose shelf life has expired and can no longer be used." If the Contractor requests any product deviation from the School District-approved Cleaning Supplies, the Contractor must prove to the School District Liaison "Director of Facilities" that the alternate supply meets or exceeds the School District's current specifications. Prior to any such changes in supplies, the Contractor must

receive approval I advance and in writing from the School District Liaison "Director of Facilities". The Contractor shall continue the School District's "green cleaning" and enhanced safety and cleaning initiatives.

2.5.3 Equipment. It is the intent of this RFP that the Contractor shall provide all equipment needed and small hand tools to perform the Services. The district will provide equipment required for snow removal and salting as per APPENDIX D. All general and customary maintenance for the equipment will be performed by the Contractor or suitable repair facility. The Contractor shall be responsible for the cost of repairing the equipment and must keep all equipment in proper, safe operating condition. Equipment should be updated if a piece cannot be repaired at the cost of the Contractor. All equipment required by this RFP is to be purchased new. Said equipment and tools shall remain the property of the Contractor. A listing of all the minimum requirements for equipment will be in APPENDIX D, this is a minimum that the Contractor must supply. If there is any other equipment required or requested it must be approved by the District Liaison "Director of Facilities". Robotic equipment may also be considered if Contractor so elects to use such equipment, again this will need to be approved by the District Liaison "Facility Director".

2.6 SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

The School District's Board of Education has adopted various policies and procedures applicable to the usage of the School District's Facilities. The Contractor will be required to abide by and comply with all applicable School District Board of Education policies and procedures which can be found on the School District's website: https://harpercreek.net/boardofedcucation.

III. CONTRACTUAL OBLIGATIONS

3.1 FORM OF CONTRACT

3.1.1 Form of Contract: This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as APPENDIX E. The Contact contains many details relative to the scope of Services required under this RFP, as well as the terms and conditions under which the respective Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted at part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contract, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions of special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of a successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to review and approval by the School District's legal counsel. The below sections contain information relative to the selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

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

3.2 CONTRACT CHARACTORISTICS

- 3.2.1 Contract Start-Up, Term and Termination: The Contract shall commence as of July 1, 2022 and the initial term of the Contract shall be for two years ending on June 30, 2024 (the "Initial Term"). The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to two (2) additional years on a year-to-year basis, subject to the written approval of the School District (each a "Renewal Term" and collectively the "Renewal Terms"). The Contract may be terminated in accordance with the terms contained herein.
- **3.2.2.1** <u>Insurance Certificates:</u> An Insurance Certificate evidencing all insurance coverage required by the Contract shall be provided by the Contractor to the School District within fifteen (15) days of the award of Contract.
- 3.2.2.2 <u>Failure to Furnish Insurance</u>: If the Contractor refuses or fails to submit the required Insurance Certificates prior to or within the applicable fifteen (15) day period, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP.
- **3.2.3** Services: The Contractor shall perform all of the Services awarded by the School District in accordance with the terms and conditions of this RFP and Contract Additionally, the Contractor, by submitting a Proposal, expressly acknowledges that it is intent of these RFP specifications and the Contract that the Facilities are kept neat, clean and safe and in condition that enhances the School District's educational environment at all times. These RFP and Contract specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Contractor to clean and maintain the Facilities.
- 3.2.4 <u>Personnel/Staffing Levels:</u> Throughout the Initial Term and any Renewal Term(s) which is/are exercised, the Contractor shall provide all personnel (including management, supervision, related administrative personnel and custodial personnel) necessary for the provision of the Custodial Services for the Facilities assigned under the Contract and shall not reduce the level of staffing or coverage agreed upon in the Contract without the express written consent of the School District. The Contractor shall also recruit, background check (as required under the Contract), employ, train, compensate, and supervise all personnel (including any substitute personnel) necessary for the Contract.

Although the School District is looking to obtain a similar level of staffing/coverage in the Facilities, the personnel information provided by the School District is for the purposes of detailing the School District's desired operations and scope of services the School District currently provides. While these set out of the minimum expectations of the School District relative to the Services, these are not requirements as to how the Contractor must operate provided that the Contractor continuously provides the agreed upon staffing levels and continuously performs the Custodial Service in accordance with the Contract. However, if any Contractor believes that the Services required under this RFP and Contract will require more, or less, Contractor employee FTE's or coverage, The Contractor must clearly indicate any alternate staffing with the corresponding price and FTE difference. Regardless of the minimum specified hours and staffing, it the Contractor's responsibility to maintain the standard of cleanliness and its operational function specified in this RFP and the Contract and to provide a sufficient number of employees as agreed upon to ensure that the requirements of this RFP and the Contract are met and that each Facility is effectively cleaned and maintained and operational on a daily basis in a manner satisfactory to the School District, and that all Facilities are cleaned, open, fully staffed and operational during all hours of operation for the Facilities.

Contractors shall familiarize themselves with the extent of the School District's activities (both daily and weekend usage) and make preparations to provide staffing necessary to cover these events. Weekend coverage for non-School District sponsored events, if requested by the School District, will be covered in accordance with the Contract.

- **3.2.5** Fingerprinting and Background Checks: The Contractor and all of its employees and agents providing Services for the School District shall meet the requirements of the School Safety Initiative Legislation, being MCL. 380.1230, 380.1230a, 380.1230c, and 380,1230g, in accordance with the terms and conditions set forth in the Contract.
- **3.2.6** <u>Hold Harmless/Indemnification:</u> The Contractor shall indemnify, defend and hold the School District harmless pursuant to the terms and conditions of the Contract.
- 3.2.7 Compliance with Laws: The Contractor shall comply with any and all federal, state, or local laws, rules, ordinances; policies and regulations, including any licensing and permitting requirements, applicable to providing the Services anticipated in this RFP and the Contract, including, but not limited to, commercial driver's license, driver's licenses, etc. The Contractor, including all employees and agents shall perform all Services in accordance with all State licensing laws including: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Contractors Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, Pa 227 of 1967. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies and procedures concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and all comply with all such policies and procedures. The School District shall use its best efforts, a reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirements applicable to providing the Services anticipated in the RFP and the Contract. The Contractor shall in the performance of such Services to this RFP, its Proposal and Contract, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply. Additional, all Custodial Services must be in compliance with OSHA/MIOSHA, and the Right-to-Know laws. The Contractor shall be responsible and liable for the safety, injury and health of its personnel/employees while its personnel/employees are performing the Services for the School District.
- 3.2.8 COVID-19 Preparedness Plan: The Custodial Services include specific enhanced cleaning and safety protocol that the Contractor agrees to perform. These include those enhanced cleaning and safety protocol as set forth in the School District's COVID-19 Preparedness Plan, current CDC guidelines and requirements regarding public schools. The Contractor must provide a copy of its COVID-19 Preparedness Plan to the School District as part of its Proposal. The School District's COVID-19 Preparedness Plan may be found on its website:

https://www.harpercreek.net

IV. PRICING QUOTES

4.1 COSTING INDEXING

The Contractor's fee for all Services described in the RFP <u>MUST</u> be submitted for the Initial Term of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene on a quarterly basis with the School District Liaison "Director of Facilities" for evaluating the performance and efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

4.2 PRICING

The School District is seeking proposal pricing for the Services set forth below. The Contractor must submit it's pricing on the Proposal Pricing Form attached hereto as **APPENDIX F.**

- **4.2.1** <u>Custodial Services Pricing:</u> The School District is seeking Proposals that include the staffing plan, costs and pricing quotes for the Custodial Services as broken down as set forth in <u>APPENDIX F</u>. The pricing for each category shall be based upon the proposed staffing schedule, proposed wage scales, number of total man hours, as well as the total number of Full Time Equivalent ("FTE") personnel, included under the quoted pricing. This pricing shall be based upon an <u>everyday cleaning</u> schedule at all Facilities. This pricing must be expressed as not-to-exceed amounts, and must be inclusive of all costs and expenses of Contractor for all costs and fees, including wages (both daily and substitute personnel), benefits (including medical/health benefits), supplies and equipment, overhead and profit necessary to perform all Custodial Services at these Facilities. These prices are to include Custodial Service coverage Monday thru Friday at all Facilities, but with Weekend Coverage in accordance with the terms and conditions of the RFP and the Contract.
- **4.2.2** <u>Pricing for Modification of Space:</u> The School District is seeking pricing on a "cost per square foot" basis to be used to develop the increase or decrease in Contractor's Custodial Service pricing under the Contract if a modification to the Facilities is implemented. This cost per square foot pricing should include all costs for management, labor, etc.
- **4.2.3** <u>FTE Pricing:</u> Proposals should also include the amount the pricing would be increased/decreased if the School District requested an addition/removal of ½ of and FTE, or 1 FTE, for each type of Service.
- **4.2.4** <u>Hourly Pricing:</u> The School District is also seeking the per/hour charge for any services requested by the School District, but outside of the scope of Services. This shall include straight hourly pricing, holiday, weekend and emergency pricing. The hourly pricing would be utilized for requested services at Facilities that do require non-regular/periodic coverage.
- **4.2.5** <u>Cost Increases:</u> The School District has the option, in its sole and absolute discretion, to extend the Contract on an annual basis for up to tow (2) additional Renewal Terms. The Contractor shall provide its proposed pricing schedule for the upcoming Renewal Term at least 120 days prior to the end of the Initial Term, or respective Renewal Term. Notwithstanding the foregoing, compensation for any Renewal Term of the Contract shall be adjusted by the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, any such increase shall not exceed two percent (2%) in any Renewal Term or extension of said Contract.

V. PROPOSAL

5.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the forms set forth in the appendices of this RFP, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

5.2. PROPOSAL CHECKLIST

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

- 5.2.1. Introduction of Contractor's Background and Qualifications and Executive Summary of the Proposal.
- **5.2.2.** A detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exemptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
 - **5.2.3.** List of Contractor's References.
 - 5.2.4. Contractor's Verification of addenda to the RFP, if any.
 - **5.2.5.** Contractor's Audited Financial Reports for most recent three (3) years.
 - **5.2.6** Contractor's In-Service training and Staff Educational Programs.
- **5.2.7.** Contractor's Insurance Certificate(s) and worker's compensation experience modification factor on a document from the Contractor's worker's compensation insurance carrier.
 - 5.2.8. Contractor's List of any and all Litigation or Regulatory Proceedings.
 - **5.2.9.** Transition Plan/Implementation Schedule.
 - 5.2.10. Familial Disclosure Affidavit
 - 5.2.11. Iran Linked Business Affidavit
- **5.2.12.** Detailed staffing plan for each Facility showing the number of staff and hours of coverage per shift per Facility proposed by the Contractor.
- **5.2.13.** Detailed information regarding the wage scales to be offered by the Contractor to its personnel, designated by classification of personnel.
- **5.2.14.** Detailed information regarding the benefits (health/medical/fringe) to be offered by the Contractor to its personnel.
 - **5.2.15** The Contractor's COVID-19 Preparedness Plan.
 - **5.2.16.** Detailed equipment listing by Facility for all equipment that will provided by the Contractor.



Facilities Department 7454 B Dr. North Battle Creek, MI 49014 (269) 441-6550 Fax (269) 962-6034

Appendix A-1

School District Calendars & Bell Times.

Created by:

Jim Robinson
Director of Facilities
Harper Creek Community Schools.

There currently is not an approved schedule for 2022/2023

1 they of School 2027/2033 Aug 22.

Harper Creek Community Schools 2021-2022 District Calendar

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Staff Hours 7:20-3:05 Student Hours Full Day 7:45-2:50 Student Hours 1/2 Day 7:45-10:50 Student Hours Early Release 7:45-1:40 PLC Time 7:55-2-55	HS.	24, 2022. (These 2 days are calculated in the 1 from 6-8 PM. st be held between Oct. 4 and Oct. 14, and also
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2021-2022 Bell Times

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Middle School Grades 5-8 Middle School ½ day Middle School Early Release	7:40 - 2:40 7:40 - 10:43 7:40 - 1:30
Elementary Grades K-4 Elementary ½ day Elementary Early Release	8:45 - 3:40 8:45 - 11:55 8:45 - 2:30



Facilities Department 7454 B Dr. North Battle Creek, MI 49014 (269) 441-6550 Fax (269) 962-6034

Appendix A

School District Facilities Information

Created by:

Jim Robinson
Director of Facilities
Harper Creek Community Schools.

Harper Creek Community Schools Spread Sheet 2022

Building	Sq. Ft.	Students	% Tile	%Carpet	% Terr.	Rms./RR	Wd Fire	Pool
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High School	237,000	886	40	45	15	6	1 "3 Crts"	>
Middle School	180,000	895	30	45	25	14	2	z
Sonoma Elementary	48,071	384	09	40	0	18	2	z
Beadle Lake Elementary	46,750	325	09	40	0	17	2	z
Wattles Park Elementary	47,336	325	09	40	0	17	2 2	z
DeYoung Building	7,105	Non inst.	100	0	0	locker rm	2	z
Transportation Office	1,500	Non inst.	100	0	0	2	2	z
Administration Building.	61,983	40	70	30	0	4	-	z



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Flooring

Each building contains a variety of Flooring Types, (i.e. carpet, tile, terrazzo, rubber and wood gym floors.) The contractors will want to view each building on their own to determine the quantities of such.

The District will be responsible for refinishing the main gym floor at both the High School and the Middle School during the summer of each school year.



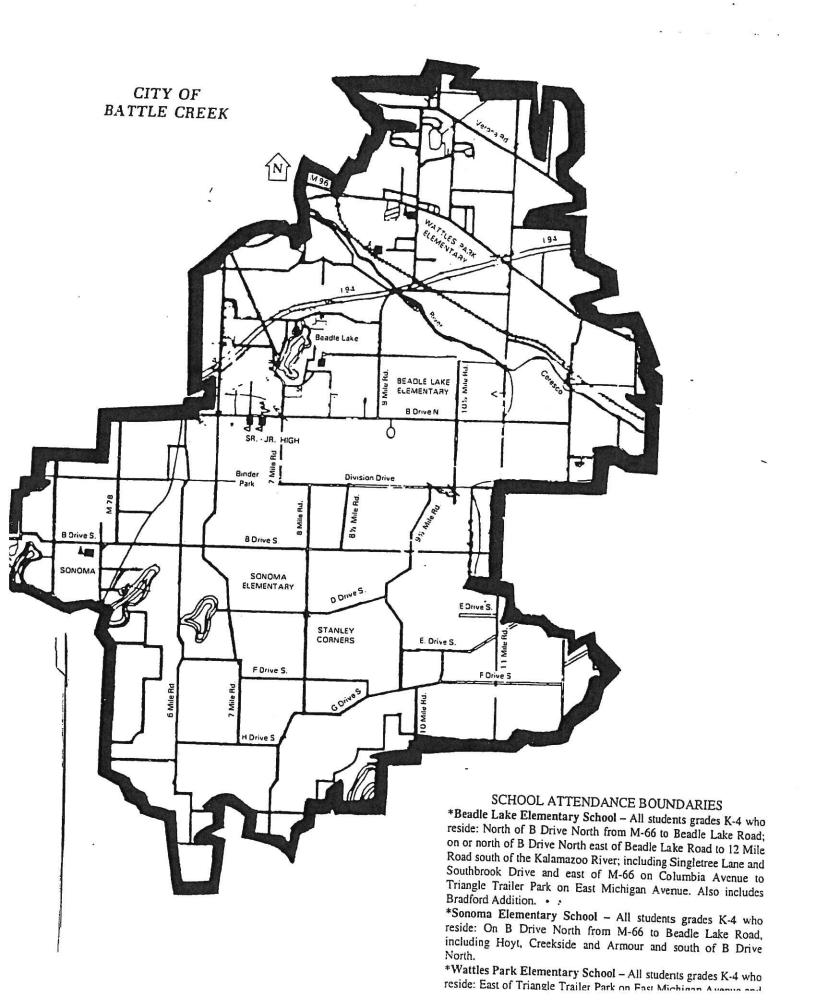
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Appendix A-2

<u>District Map & Summary of School District Facilities</u> <u>Square Footage.</u>

Created by:

Jim Robinson
Director of Facilities
Harper Creek Community Schools.



Harper Creek Community Schools Square Footage Report – 2/14/2022

Building	Address	Year Built	BLDG F2	Walks F2
High School	12677 Beadle Lake Rd.	2004	237,000	
Middle School	7290 B Dr. North	1957	165,020	
Administration	7454 B Dr. North	1953	61,983	
Beadle Lake El.	8175 C Dr. North	1956	41,002	
Sonoma El.	4640 B Dr. South	1960	42,912	
Wattles Park El.	132 S. Wattles Rd.	1960	43,458	
DeYoung Building	7290 B Dr. North	2002	7,200	
Transportation Office	12867 Beadle Lake Rd.	2008	1,500	
Totals			600,075	



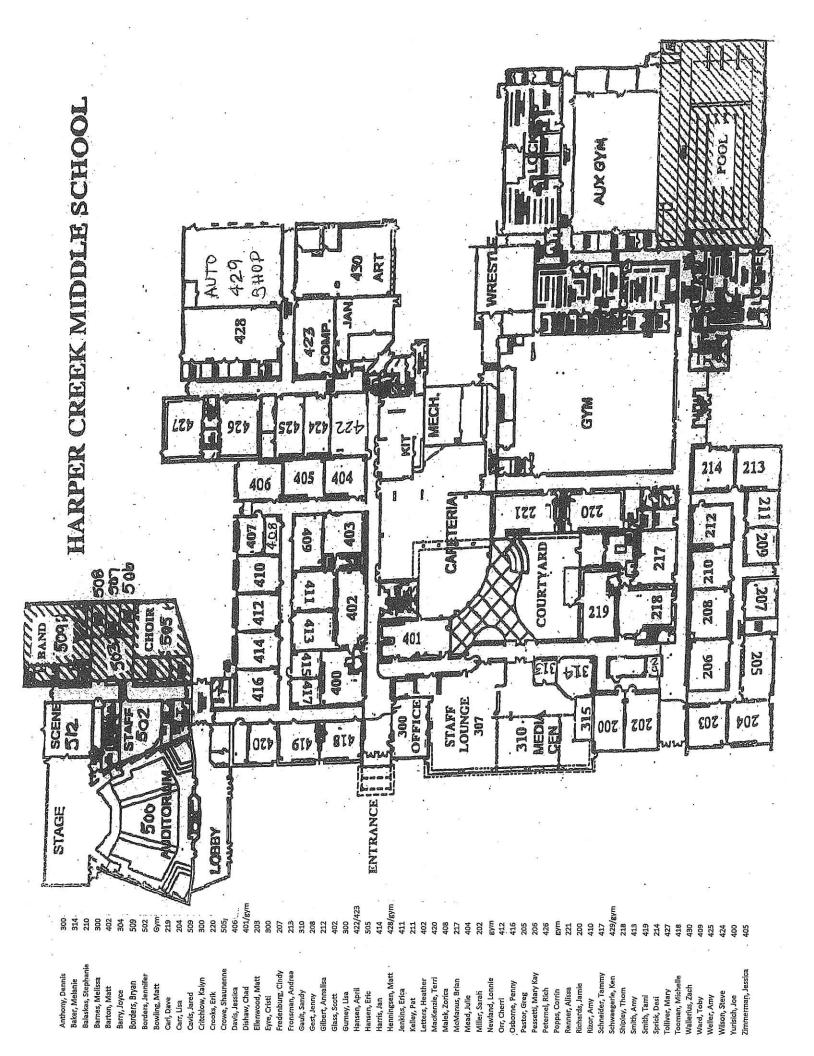
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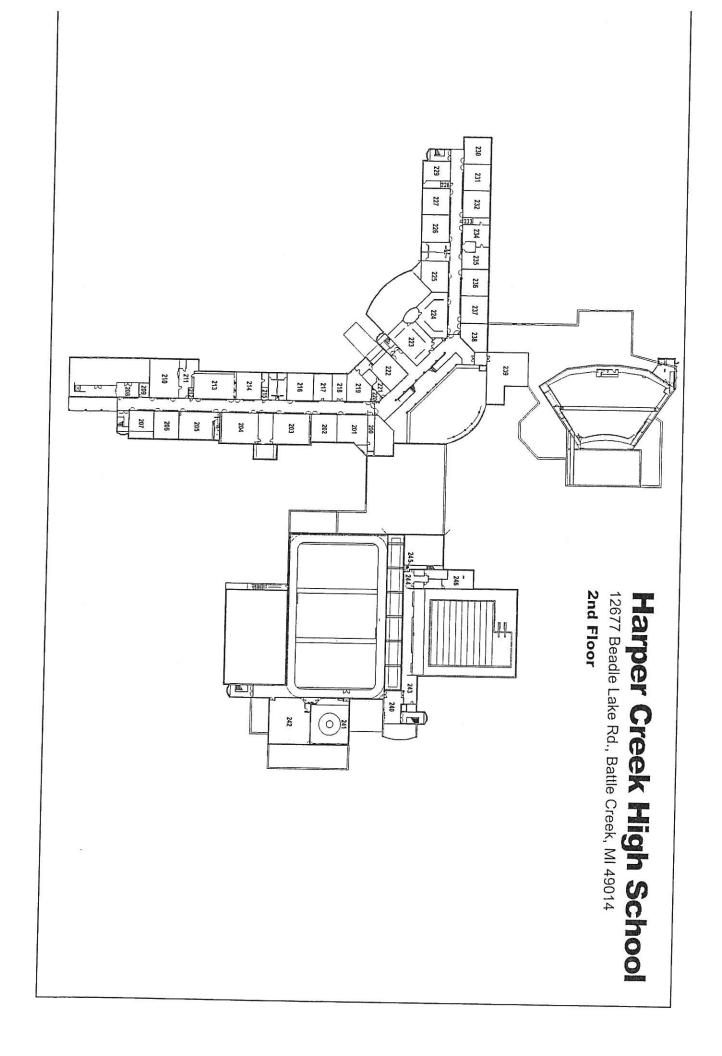
Appendix A-3

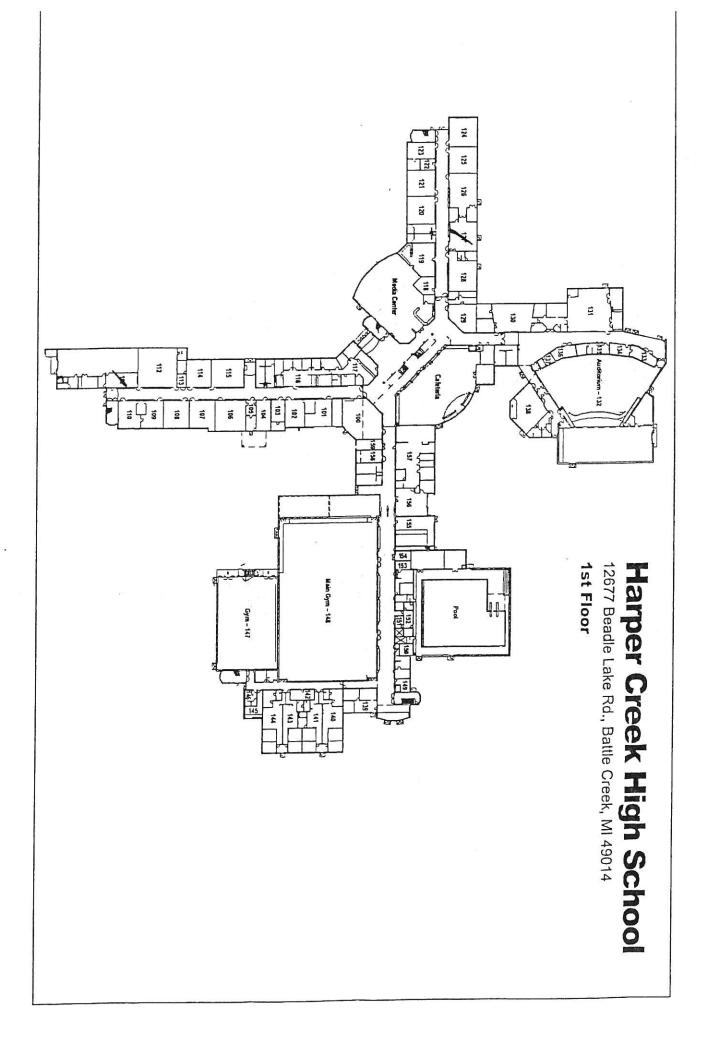
Floor Plans of each Facility

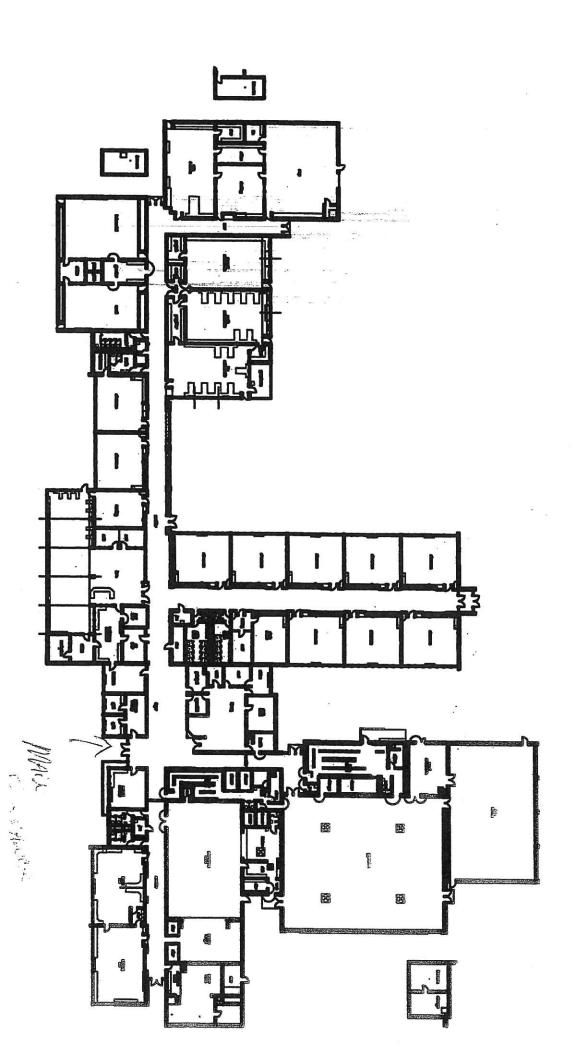
Created by:

Jim Robinson
Director of Facilities
Harper Creek Community Schools.









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