



*REQUEST FOR PROPOSAL  
DISTRICT WIDE  
CUSTODIAL CLEANING SERVICES  
PROJECT NUMBER 26.001*

*Battle Creek Public Schools  
Facilities and Operations  
315 W. Goodale Ave  
Battle Creek, MI 49037*

January 12, 2026

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## I. GENERAL TERMS AND CONDITIONS

### 1.1 RFP Intent

Battle Creek Public Schools (BCPS) is seeking proposals from qualified bidders to provide custodial cleaning services for all buildings within the BCPS district. The objective of this Request for Proposal (RFP) is to offer experienced professional custodial cleaning companies the opportunity to present a thoroughly detailed Proposal of their expertise, qualifications, and proposed solution to the Battle Creek Public Schools. The RFP details the interests, requirements, and expectations of the selected Contractor. The subsequent Proposal requested from the Bidder will detail the Contractor's experience and expertise in assisting districts of similar size and scope as the Battle Creek Public Schools with their custodial services subcontracting process and proposed solution and pricing.

**Base Bid:** The District is seeking a Base Bid for a Contractor to provide all custodial cleaning services as described herein. The terms of Bidder and Contractor are synonymous within the RFP documentation. Usually, the Bidder is identified when referencing scope prior to the contract being awarded.

Battle Creek Public Schools is also seeking ideas for consideration from Bidders as to how the District can realize additional efficiencies in the delivery of custodial services. To that end, Bidders are encouraged to include additional voluntary alternates as well as suggestions for consideration.

**All Bidders are required at a minimum to submit a base bid, per the District's RFP specifications.** This Proposal specifically requests that Bidders present their **qualifications, experience and proposed solution and staffing plan** in the management and provision of Custodial cleaning services. Refer to Proposal Format Section 2.1.

Battle Creek Public Schools will select the Proposal that it deems most qualified and responsible to serve the best interests of the Battle Creek Public Schools. The Contract shall be awarded, if at all, to the responsible Contractor who provides the best value for cost, while meeting specifications as determined by the Board of Education. Proposals should be submitted on the premise that the Battle Creek Public Schools intends to Contract all buildings as a single unit, and that the Proposal must be acceptable to the Board of Education. Acceptance of a Proposal by the Battle Creek Public Schools does not constitute a Contract.

The final Contract document shall be subject to negotiation and the Board will approve the execution of a Contract. While the cost aspect of the Contractor Proposal is a significant concern, the Board is equally concerned with the proven ability of the

Contractor to satisfactorily perform the service expectations of this RFP. It is therefore the expectation of Battle Creek Public Schools that the services shall be provided in accordance with the intent of the RFP documentation and accurately reflected within the final Contract.

## **1.2 Submission Deadline and Requirements**

**Proposals shall be addressed to and received by:**

**Monday, February 16, 2026, at 10:00 a.m. EST.**

**All Bid Proposals must be addressed to:** "Custodial Cleaning Services Proposal" Battle Creek Public Schools Business Office, 2<sup>nd</sup> Floor 3 Van Buren Street West Battle Creek, MI 49017-3079

Authorized Bidder Communication regarding RFP should be addressed to: E-mail: [jbowman@battle-creek.k12.mi.us](mailto:jbowman@battle-creek.k12.mi.us) with the subject line: (Custodial Cleaning RFP).

The envelope containing your Proposal should be marked in the lower left-hand corner:

**"CUSTODIAL CLEANING SERVICES PROPOSAL"**

Each Bidder is responsible for the submission of their Proposal. All proposals and proposal revisions received after the time and date above shall be rejected and returned unopened.

Please submit three **(3) hard copy proposals (one original and two copies)** as well as an **electronic version**. Each Proposal must be signed by an authorized member of the Bidders' firm. Faxed or E-mailed Proposals will not be accepted. The signed **Official Signature Page** must be included with the Original Proposal copy. **(Attachment A7)** (Additional copies shall be provided by Bidder upon request of the District.)

All Bid Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship **(Attachment A3)** that exists between the owner(s) and/or any employee of the Bidder and any member of the Board of Education or Superintendent of the Battle Creek Public Schools. Also, all Bids must be accompanied by a sworn and notarized Certification of Eligibility (Iran Economic Sanctions Document) **(Attachment A4)**. Bid Proposals that do not include these sworn and notarized statements, will not be considered or accepted.

### **1.3 Opening of Proposals**

At the specified time and date stated within this RFP, all submitted Proposals shall be opened and only Base Bids read. Any interested parties may attend the Bid Opening meeting. **No immediate decision or action shall be rendered at the time of Bid Opening. A Base Bid Summary shall be provided by BCPS within 6 business days to all qualified Bidders who submitted an "Intent to Respond" (Attachment A1) document.** All other proposal documentation and information received shall be confidential until after final action by the Battle Creek Public Schools Board of Education, except as required by law. All remaining Bid Documentation will be available for Bidders to pick up following notification from Battle Creek Public Schools Liaison.

### **1.4 Purpose**

Battle Creek Public Schools may select one qualified custodial Contractor to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide custodial cleaning services within the scope of this RFP. Past experience will also be judged by the references of each Contractor. A major portion of the negotiations will include the financial terms of the Contract. Embedded within the intent and purpose of the Request for Proposal is the desire or interest of the Battle Creek Public Schools to optimize resources and save costs by sub-contracting with an expert contractor which will provide: All necessary custodial services, provide adequate personnel, pay taxes where necessary, provide licenses, training, management, cleaning service frequencies, support services, minor repairs, cleaning equipment & tools required for the professional custodial cleaning service functions. All Equipment, chemicals, consumable supplies, parts, and materials will be provided and purchased directly by the selected Contractor and in coordination and prior approval by BCPS. Even though the District may provide some equipment that may be used by the Contractor's employees, the Contractor will be responsible for providing any and all necessary custodial cleaning tools and equipment required to provide a professional Custodial Cleaning Service for each of the District's facilities and sites.

### **1.5 Confidential and Proprietary Information**

The information and documentation provided by BCPS in the RFP are solely for internal use by the Bidder in their Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

**1.6 Intent to Respond**

Each Contractor who intends to submit a Proposal in response to this RFP shall submit an "Intent to Respond" (**Attachment A1**) statement, via e-mail, to Mr. Josh Bowman, Director of Facilities at: [jbomwan@battle-creek.k12.mi.us](mailto:jbomwan@battle-creek.k12.mi.us); by **10:00 am EST, Friday, February 6, 2026**. The "Intent to Respond" shall include the name of the Contractor, the name of the Contractor's authorized contact person, and that person's email address, and phone number. **All** communications, clarifications, addenda, or responses shall only be with this contact person by email.

**1.7 Mandatory Pre-Proposal Meeting:**

Due to the complexity of the Scope of Work within this RFP, Bidders' attendance, which will be limited to two (2) attendees per Bidder at the pre-Bid meeting is **MANDATORY**. **The Pre-Bid meeting shall be conducted on Monday, January 26, 2023, at 10:00 a.m. EST at Millerstone Building, 2nd Floor Assembly Room, located at 77 Capital Ave. NE Battle Creek, MI 49017-3079.** This meeting and site visits are mandatory and all Bidders are required to familiarize themselves with the District facilities & sites. Site visit opportunities will be provided following the Pre-Bid Meeting. Representative site visits are planned for the district building(s) RFP review for Bidders at the discretion of the Battle Creek Public Schools. Bidders may only visit Battle Creek Public Schools facilities or sites **with pre-scheduled, approved permission** from the Battle Creek Public Schools, Director of Facilities office: #269.965.9425. Failure to familiarize themselves with Battle Creek Public Schools facilities will not be a reason to withdraw or change any Bidder's bid submitted. Bidders are responsible to arrange their own transportation to and from individual BCPS sites.

**1.8 Additional Requests for Information: (Attachment A2)**

Prospective Bidders may request that the Battle Creek Public Schools clarify information contained in the RFP. All such requests must be made in writing (via: E-Mail) to Mr. Josh Bowman, Director of Facilities: [jbowman@battle-creek.k12.mi.us](mailto:jbowman@battle-creek.k12.mi.us); (Subject Line: "Custodial Cleaning Service RFP") Battle Creek Public Schools will **NOT** provide a written response to any written requests for information received **after** 5:00 p.m. EST on **Monday, February 9, 2026**. Battle Creek Public Schools' response to any Requests for Clarification shall be provided to all parties who have properly submitted the "**Intent to Respond**" statement for this RFP. See (**Attachment A1**).

**1.9 Restrictions on Communication:**

From the issue date of the RFP until the Contract is awarded, Bidders shall not communicate about the subject of the RFP or a Bidder's Proposal with any media, Battle

Creek Public Schools, the Board of Education members, administrators, faculty, staff, students, or Parents. This includes any Bidders / Contractor employees who should not contact the above. Only Requests for Clarification, in accordance with Section 1.8 should any communication be conducted with the District. Violations will be just cause to terminate Bid consideration.

#### **1.10 Addenda to RFP**

If it becomes necessary to revise any part of the RFP, notice of the revision shall be e-mailed in the form of an addendum to all parties who have properly submitted the **"Intent to Respond"**. All addenda shall become a part of the RFP. Each Bidder should note within their Proposal, acknowledgement of receipt for all addenda received. The failure of a Bidder to receive or acknowledge receipt **within two (2) business days** of any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof. Bidder should acknowledge receipt of addenda by returning an email response, verifying receipt of the addenda to the Director of Facilities: [jbowman@battle-creek.k12.mi.us](mailto:jbowman@battle-creek.k12.mi.us). (Subject Line: "Custodial Cleaning RFP") and dating the designated lines on the Official Proposal Summary (**Attachment A8**).

#### **1.11 RFP/Proposal Information Controlling**

Battle Creek Public Schools intends that all Bidders have equal access to information relative to the RFP, and that the RFP contains adequate information. Each Bidder shall prepare its Proposal based on the information contained in the RFP, learnings from the site visits, and information provided from additional questions asked notwithstanding any information that may have been previously provided and from bidders' alternative bid solutions and suggestions. A prospective Bidder noting any inconsistency between the information contained in the RFP and any information previously provided must submit a request for information (refer to section 1.8). No information communicated, verbally or in notes, to or from a Bidder shall be authentic or accurate unless confirmed by written communication contained in the RFP documentation, an addendum to the RFP, or a written response to a request for clarification. All Bids & Proposals submitted must be valid for a minimum of 120 calendar days following the Bid Opening on Monday, February 16, 2026.

#### **1.12 Bid Bond**

Each Proposal shall be accompanied by a surety or bid bond or certified Bank check in a form satisfactory to Battle Creek Public Schools, in an amount of five (5%) percent of the first year's total Bid amount. This will provide as a guarantee of Bidders' good faith effort to perform within the RFP Bid process. A bid bond posted by a Bidder shall be from a

surety licensed to do business in the State of Michigan. The Bidder's good faith deposit shall be forfeited as liquidated damages if the Bidder: withdraws its Proposal; or if selected as the contractor of choice, fails to execute a form of Contract acceptable to the Battle Creek Public Schools, by failing to substantially incorporate the intent of the district's RFP expectations and requirements; or failing to provide any other required/requested documentation. Battle Creek Public Schools shall not be liable for any interest earned during the RFP process, in which time any Bid deposits are held for surety. Good Faith Bid deposits shall be returned to Bidders within ten (10) business days following the Board of Education's RFP action to reject, approve and select the Bid Proposal submitted by the best qualified, responsible Bidder.

### **1.13 Performance Bond**

The Bidder awarded the Contract shall be required to furnish the Owner with a satisfactory Performance Bond equal to the first year's base bid price. The cost for the performance bond shall be included on the Official Bid Form as an "add alternate" on the first year's bid Proposal. The cost quoted shall be the first cost for the Performance Bond with no price mark-up by the Contractor. At the sole discretion of the Board of Education, the requirement for a Performance Bond may be withdrawn and cost removed from the Bid.

The purpose of the Performance Bond requirement is to secure the faithful performance of the RFP/Contract specifications and to financially protect the Battle Creek Public Schools against the cost to hire a different Bidder to fulfill the Contract requirements unfulfilled by the original Contractor.

The Performance Bond must be issued by a quality surety licensed to do business in the State of Michigan, and the bonding companies must be limited to those listed on the U.S. Department of Treasury Circular 570. The U.S. Department of Treasury Circular 570 can be viewed at [this link](#). Battle Creek Public Schools shall be listed as the beneficiary of the Performance Bond. If Battle Creek Public Schools requests the Contractor to provide a Performance Bond in one or more subsequent years of the Contract, the price increase shall be limited to three (3%) percent per year. The awarded Contractor will deliver the required Performance Bond to Battle Creek Public Schools at the time of execution of the Contract.

### **1.14 Bidder Experience**

Proposals should reflect a minimum of seven (7) years of experience providing custodial cleaning services for public K-12 school districts, similar in size to Battle Creek Public Schools. Bidders must provide documentation for validating and demonstrating their ability to transition to a successful transition for all necessary professional services as

specified in the RFP specifications and listed scope of work.

Additional Information for consideration of bids:

- Company History:
  - Years in janitorial business
  - Key personnel and their experience, including resumes of key company personnel that shall be involved with this contract.
  
- Employment:
  - Average length of employment for managers, supervisors, and janitors.
  - Describe your process to ensure quality cleaning personnel shall always be available to fulfill contract obligations without interruptions.
  - Ratio of field supervisors to workers.
  - Describe your process for integrating new staff into your organization and training them to properly perform quality cleaning. Include a copy of written information supplied to employees concerning firm philosophy, policies, and training.
  
- Include how you handle equipment maintenance and equipment breakdowns.
  
- References: List at least three current or within the past two years, K-12 janitorial contracts (include the number of square feet cleaning, description of services, and total dollar amount of each).
  
- Provide a point of contact and telephone number or e-mail address for each reference. The district may conduct a site visit of a reference for any bidder during its selection process.
  
- Work Plan:
  - A detailed work plan, for each facility for which the Bidder is submitting a proposal, showing how the Bidder shall accomplish the requirements of the Scope
  - Include a staffing chart for each facility and the district. The staffing chart shall include the number of personnel, tasks to be performed by each person, the estimated total number of hours to complete tasks, and the time scheduled for each facility.
  
- Quality Assurance Program:
  - Include your company's process for tracking and investigating complaints and include your resolution process.
  - Description of your company's process for customer-initiated changes in contracts and includes your communication plan for change orders.

**1.15 Finality of Decision**

Any decision made by the Battle Creek Public Schools, Board of Education, including the RFP calendar, Contractor selection, taking no action on any proposal, or rejections of any / all proposals shall be **Final**.

**1.16 Reservation of Rights**

If the Board of Education should decide to Contract for services, the Battle Creek Public Schools reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any or all Proposals, in whole or in part, with or without cause. Battle Creek Public Schools reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Bidder submitting the lowest financial Proposal. Battle Creek Public Schools reserves the right to request additional information or documentation from any or all Bidders. Battle Creek Public Schools reserves the right to negotiate with the Bidders concerning their Proposals.

**1.17 Release of Claims**

Each Bidder, by its submission of its Proposal, releases the Battle Creek Public Schools and its agents from any claims arising out of, and related to, the RFP process and selection of a Contractor or rejection of all Proposals.

**1.18 Proposal Costs**

A recipient or Bidder of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, attending the bidders meeting and site visits, or otherwise responding to the RFP, or any negotiations incidental to its Proposal or the RFP process.

**1.19 Irrevocability of Bidding**

All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one-hundred-and-twenty (120) calendar days, following the official Opening of Bids. Bidders must include a signed copy of the Proposal Signature Page to qualify for Bid (**Attachment A7**).

**1.20 Collusive Bidding:**

The Bidder certifies that their Proposal is made without any previous understanding, Contact, or connection with any person, firm, or corporation making a Proposal for the

same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action (**Attachment A5**).

### **1.21 Battle Creek Public Schools Profile**

Battle Creek Public Schools is an urban school district located in Calhoun County, Michigan. It serves a major portion of the City of Battle Creek, portions of Emmett Township, Pennfield Township, Bedford Township, and the City of Springfield. The district includes one administration building, two high schools, three middle schools, seven elementary schools, a STEM (Science, Technology, Engineering, and Mathematics) school, and an Alternative High School housed at the W.K. Kellogg Middle School along with a Fieldhouse and Stadium for Athletic activities. There are four sites in the district for Early Childhood Education, the Battle Creek Area Math and Science Center/Distribution, and an Adult Education Program. The district also has one of the nation's few remaining Outdoor Education Centers located on beautiful Clear Lake in Dowling, Michigan. The District is serviced by Calhoun Intermediate School District. The Battle Creek Public School District covers an area of approximately 43 square miles and provides services from shortly after birth through 12th Grade. See (**Attachment B1**).

### **1.22 Contract**

The submission of a proposal and required Signature Page in response to this ("RFP") shall constitute the bidder's written acknowledgment that it agrees to be bound by the terms and conditions contained in this RFP. This RFP shall be legally binding and will require that this RFP and the resulting Contractor Proposal be included as addenda to any subsequent contracts between the Contractor and the Battle Creek Public Schools. The Contractor understands that this means that the Contractor shall satisfy the requirements and reports listed herein. Exceptions must be explicitly noted in the Bid Proposal Exception Form (**Attachment A6**). The lack of exceptions explicitly noted in the Contractor's Proposal will constitute acceptance of all of the specifications as presented in this RFP. All exceptions must be individually noted in the form of exceptions. Any and all exceptions **must be accepted and approved by Battle Creek Public Schools** in writing to confirm authorization for modification or addition to the RFP.

### **1.23 Term of Contract**

The term of this Contract shall be for three (3) years with the Battle Creek Public Schools having the sole discretion, by the Board of Education action, to renew the current contract for up to an additional **three (3) years**. Renewal years may be awarded incrementally after any year of the contract as an award for great performance. (for example, after year 1, 1 of the renewal years could be awarded, or after year 2, etc.), or

BCPS will have the option to negotiate a new contract after the initial 3 years for an extension of up to three (3) additional years based on performance.

## **1.24 Contract Duration and Characteristics**

### **1.24.1 Term**

The Contract will contain many details relative to the Custodial Cleaning services of the Battle Creek Public Schools, the terms and conditions under which the Custodial Cleaning services shall be provided by the successful Bidder. Any exceptions to the terms and conditions contained in the Contract, or any other considerations or conditions requested or required by the Bidder relative to this RFP and the Contract shall be enumerated by the Bidder and be submitted as part of its Proposal. All exceptions or changes from the original RFP specifications must be recognized and approved by the Board of Education, or they do not exist. Following the selection of the successful Bidder by the Battle Creek Public Schools, the Contract shall be finalized by the parties. Below is information relative to selected provisions of the Contract and/or the expectations of the Battle Creek Public Schools relative to the provision of Custodial Services outlined in this RFP. This information is provided to assist the Bidder and by submitting any Proposal, shall not supplant the terms and conditions of the Contract nor the intent of the RFP. Other than exceptions from the Board of Education, the Contract period shall begin on July 1, 2026. At that time, the Bidder will have all necessary employees hired and ready for service within Battle Creek Public Schools.

### **1.24.2 Renewal Provisions**

The Battle Creek Public Schools plans to award a Contract to the Contractor as a result of the RFP process, for an initial term of three (3) years. At the sole discretion of the Battle Creek Public Schools, the Board of Education may renew contracts annually, for up to three (3) additional years upon successful review of performance. Performance Bond may be required for continuation.

### **1.24.3 Cost Indexing**

The intent of this RFP is to enter into a Cost Plus contract for transparency and alignment between the district and the Contractor. Fee compensation for the Contractor during the first year shall be fixed and for each subsequent year of the Term of the Contract may be adjusted (as agreed upon by BCPS) by the percentage increase or decrease, if any, of the index number, as established by the Consumer Price Index. All percentages calculated for Battle Creek MI, are published by the United States Department of Labor; Bureau of Labor Statistics for the Battle Creek area. Any increase, shall not exceed the current year index number or at any time exceed three (3) percent in any subsequent year of the

Contract.

#### **1.24.4 Unusual Cost Increases**

As this is a Cost Plus contract structure, any unusual cost increases will require the prior approval of the district. The district may determine to offset the increase with a change in the scope. It is the expectation of the district that the Contractor will work with the district in recommending solutions to address unusual cost increases that will not compromise the quality of the cleaning services or the conditions of the facilities.

#### **1.24.5 Target and Non-Target Services**

The Battle Creek Public Schools is seeking costs expressed in two (2) ways:

- Target - Cost Plus Base Bid
  - Cost is defined as the actual cost Contractor pays its employees and its suppliers for equipment, supplies, and materials. Costs will be detailed in the Contractor's monthly billing statement. The invoice will be subject to the cost-plus percentage detailed within the contract. The district will require that product purchase prices are verifiable upon request with a billing statement or paid invoice. The billings and verifiable costs will be subject to audit during the term of the contract and any extensions thereof. The cost-plus pricing will be consistent with the manner as agreed upon and specified in the contract.
- Non-target - emergencies & not anticipated extras shall require prior approval by the district including the actual base cost and the markup, terms will be agreed to and addressed in the contract.

#### **1.24.6 Target Estimated Costs:**

Each Bidder shall quote an overall target price for meeting the Battle Creek Public Schools custodial needs by detailing the target costs. This pricing shall contain all known and anticipated services set forth in the RFP, the Contract, and information provided by the Battle Creek Public Schools and on-site visit(s), and shall be quoted by the number of headcount, wages, training, etc. This estimated sum will include but not be limited to All Custodial staff labor, substitutes, wages, benefits, Holidays, any certifications or licenses required, chemicals, consumable or regular supplies, materials, products, services, records, tools or equipment identified within this RFP expectations and intent.

**Note:** The goal of BCPS is that 99% of the potential costs of this Contract be anticipated and quoted as a target estimated price. For non-target pricing,

Bidders must quote unit costs such as staff cost per hour wage rate, cost per hour for Holiday wage rate, Overtime Wage rate, and Emergency call-in wage rate, as requested on the Official Bid Form: **(Attachment A8)**.

**1.24.7 Non-Target Costs:**

Non-target pricing shall be for "Non-Predicted" or "Emergency" services required by the District. This type of service would be for work directly authorized by the Battle Creek Public Schools which was not anticipated or contemplated at the time of this RFP. Non-Target costs should not be part of the Bidders Base Bid.

**1.25 Employees**

It must be understood that this RFP provides for the selection of a professional Contractor to provide the management and provision of custodial cleaning services, including caring for any applicable extracurricular or nighttime activities, for all eligible students with the Battle Creek Public Schools. It shall be incumbent upon the Bidder to staff the operation as required to perform the cleaning and management of the services listed. The assigned Contractor Manager / Coordinator who is responsible for the performance of the Contract shall be assigned exclusively to the Battle Creek Public Schools, and dedicated to the BCPS contract as long as the employee is employed by the Contractor. They will be responsible to communicate and coordinate directly with the Director of Operations and any approved, designated administrators. Battle Creek Public Schools will participate with the Contractor in the approval of the selection of this staff person. The Contractor will not move this valued staff person to another client until a mutually approved replacement is onboarded and without the written authorization of the Battle Creek Public Schools Superintendent.

**1.26 Legal Interpretation Provision**

**1.26.1 Definitions**

- **'Contract':** 'Contract' is the legally binding document signed by both parties to ensure compliance with the terms and conditions expressed in the intent, expectations, and requirements specified within the RFP.
- **'Facilities':** 'Facilities' means any equipment, building, structure, land, real estate or infrastructure owned or controlled by the Battle Creek Public Schools.
- **'Proposal':** 'Proposal' means a formal documented response to this RFP submitted to the District in accordance with the RFP intent, documentation, expectations and specifications.
- **'Bidder':** 'Bidder' means any Custodial Services Contractor submitting an Intent to Respond, and submitting a Proposal to the Battle Creek Public Schools for custodial services by the specified due date in accordance with the RFP.

- **'Contractor':** 'Contractor' shall mean the Custodial Services Bidder awarded a Contract to provide Custodial Services for Battle Creek Public Schools in accordance with the RFP and the successful Contractor's Proposal.

**1.26.2 Severability**

If any provision or provisions of this RFP and resulting Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way be affected or impaired thereby.

**1.26.3 Amendments to this Contract**

No modifications or claimed waiver of any provision of the Contract shall be valid except by a written amendment signed by the Superintendent of the Battle Creek Public Schools and the Contractor.

**1.27 Federal & State Law Compliance and District Policies / ARs**

The Contractor will comply with all Federal and State laws, rules, ordinances, regulations, licenses and permits. The Contractor, including their employees and agents, shall comply with and be responsible for knowing the Battle Creek Public Schools policies concerning appropriate behavior of persons in school buildings and its facility sites.

The Battle Creek Public Schools shall use its best efforts as reasonably requested by the Contractor to assist the Contractor to comply with any applicable Federal or State laws, rules and regulations. The Contractor shall in the performance of Custodial Services pursuant to this RFP and Contract, fully comply with all applicable Federal or State laws, rules and regulations, and shall hold the Battle Creek Public Schools harmless from any liability from a failure of such compliance.

FERPA Compliance: The Contractor and its employees and agent agree to comply with the requirements of Family Education Rights and Privacy Act (FERPA), 20 USC 1232g with respect to the confidentiality of student records and personally identifiable student information, including but not limited to the requirement not to disclose any student record or personally identifiable student information to any other party without the prior written consent of the student's parent or legal guardian or from an eligible student who has reached majority age.

**1.28 Governing Law:** The Contract shall be governed by and construed in accordance with State of Michigan laws.

**1.29 Taxes:** The Contractor is responsible for ensuring all sales taxes and any other applicable

taxes related to any the goods, products and services provided under the Contract are paid and included in the Cost Plus contract. Taxes shall not be subject to the cost-plus percentage markup. All purchases which may be taxed must have the prior knowledge and authorization from the Director of Facilities in order to be submitted for reimbursement, if applicable as the Battle Creek Public Schools is a tax-exempt organization.

**1.30 Repairs to Property Damage**

Any damage to Battle Creek Public Schools facilities or properties, caused by the Contractor, its agents or employees shall be repaired or made whole so that facilities are in as good of condition as found. All repairs shall be accomplished at no cost to the Battle Creek Public Schools.

**1.31 MIOSHA and OSHA Compliance**

All goods and services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable State and Federal requirements, including the Occupational Safety and Health Act and Michigan Right to Know Law (SOS). No toxic, hazardous, dangerous, or unsafe chemicals, materials, supplies or equipment shall be allowed or authorized on school property. This includes but not limited to lead, mercury, asbestos or any carcinogen. Staff Training for hazardous materials or products must be regulatory compliant, recorded and maintained in employee files and available to the district upon request.

**1.32 Insurance Requirements**

The Contractor shall, at a minimum, maintain the following insurance coverage in force at all times during the term of the Contract, with an 'A' rated Best insurance carrier acceptable to the Battle Creek Public Schools. The Battle Creek Public Schools shall be named as an additional insured for the minimum limits listed below. Commercial General Liability and Motor Vehicle Liability Insurance, as described herein, shall include an endorsement stating the following shall be Additional Insured: Battle Creek Public Schools, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including Administrative employees, agents of the District and volunteers thereof. Sample **(Attachment A10)**.

<u>POLICY</u>	<u>MINIMUM LIMITS</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single Limit Bodily Injury and/or Property Damage	\$8,000,000 each occurrence \$8,000,000 aggregate
<u>Note:</u> Comprehensive Liability to include, but not limited to:	
i) Existence of vehicles on Location.	
ii) Contractual obligations.	

The insurance carrier must notify the Battle Creek Public Schools and the Contractor 30 days prior to the expiration, termination or material change of such insurance coverage. This coverage and limits are to be considered minimum requirements under the Contract and shall in no way limit the liability or obligations of the Contractor under the Contract. The successful Contractor shall not commence operations under the Contract until the Contractor has obtained all insurance stated in these requirements and Certificates of required insurance have been made available to Battle Creek Public Schools.

**1.33 *Hold Harmless/General Indemnification***

Contractor agrees to indemnify, defend and hold harmless the Battle Creek Public Schools, its Board and its Board members, Superintendent, Directors, and Administrators in their official and individual capacities, its successors, assignees, employees, consultants and agents from and against any and all claims, causes of action, costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of (i) the negligent acts of willful misconduct of the Contractor and/or its officers, directors, and employees, agents subcontractors, successors or assigns; (ii) any breach of the terms of the Contract by the Contractor; (iii) any violation of applicable local, State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty made by the Contractor under the Contract. The Contractor agrees to notify the Battle Creek Public Schools by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Contract.

**1.34 *Force Majeure***

The Contractor agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the district. Notwithstanding the foregoing, if the performance of either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by "Acts of God", fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within said Party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind.

The District shall have the right to take over the operation of the Custodial Services if the

Contractor is prevented from operating for the reasons described above. The District may operate with school employees or other persons, as the district may deem appropriate until the Contractor is able to resume its regular operations. The District shall pay to the Contractor for such use of such supplies the compensation which would be due in accordance with the Contract had the Contractor operated less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation; provided, however, that the District's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to the Contractor less Contractor's fixed costs of operation.

**1.35 *Contract Assignment Or Sub-Contract***

The resulting Contract shall **Not** be assigned, transferred, or sublet by the Contractor in whole or in part, without the prior written approval of the Battle Creek Public Schools Superintendent.

**1.36 *Contractor Management***

The successful Bidder shall provide all labor and ancillary staff to coordinate all functions under the Contract as to ensure the safe and timely operations and cleaning of all applicable Battle Creek Public Schools facilities. In addition, to such other personnel as may be required to administer this Contract; the successful Bidder may employ and assign an onsite Manager/Coordinator to act as the successful Bidder's designee in all matters relating to the schedules and cleaning performances expected under the Contract. The Battle Creek Public Schools shall be part of the selection process for the successful Bidder's assigned dedicated onsite Manager/Coordinator.

**1.37 *Covenant Against Contingent Fees***

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon a contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Battle Creek Public Schools shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of the contingent fee.

**1.38 *Non-Discrimination of Employment***

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders. The contractor's policy shall

be to recruit and select applicants for employment solely on the basis of their qualifications. The Contractor's decision to employ shall be based, first, on whether any positions are available; and, second, on which applicant best meets the requirements of the open position. Battle Creek Public Schools' Superintendent has the authority to request detailed background check documentation, records or information regarding any employee assigned to Battle Creek Public Schools. The Contractor must be in compliance with all safe schools initiatives outlined in State Law and Michigan School Code.

### **1.39 *Payments***

The Contractor will invoice the Battle Creek Public Schools on the first of each month for Custodial cleaning services, equipment, materials and supplies provided or procured during the previous month. Payment by the Battle Creek Public Schools, of undisputed amounts, shall be due no later than 30 days following receipt of the invoice. Invoices for additional work must include the date and times of the work, the name of the building, the type of work performed, the number of hours worked, and the name of the authorized Battle Creek Public Schools person who approved the work to be performed. Only disputed portions of any payment shall be withheld until resolved. Once approved for payment, invoices are usually paid within ten (10) business days.

### **1.40 *Performance Dispute Resolution***

In the event of a dispute between the Battle Creek Public Schools and the Contractor, with respect to the Contractor's failure to meet the performance requirements of the Contract, the following steps shall be taken:

- I. The Battle Creek Public Schools will provide the Contractor a letter stating the nature of the performance violation within five (5) business days of awareness.
- II. The Contractor will have five (5) business days after receipt of the letter to rectify and respond to the performance violation(s), excluding any criminal law violation, State School Code violation, or violation of School District Policy or ARs which requires immediate action upon verbal or written communication. The contractor's response must include the nature of the performance violation, how it was resolved and what steps are being taken to prevent this violation from reoccurring. Recurring violations will be considered unresolved.
- III. If the Contractor has not resolved the performance violation within the above referenced five (5) business day period or has repeated a similar past violation, the Battle Creek Public Schools will have the right to terminate the Contract upon thirty (30) days written notice of intent to do so **or** impose a

non-compliance liquidated damage(s) assessment of up to \$500.00 per day of non-compliance. Also, a claim against the Contractor's Performance Bond may be initiated.

The Contractor shall be liable for any difference in cost between the agreed contract price(s) and the price paid to an alternate Contractor, including expenses incurred to solicit other Contractor.

#### **1.41 Contractor's Representations**

The Contractor will at all times observe and comply with all laws, ordinances, regulations, reporting requirements, and codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of this Contract and in particular any such laws pertaining to safety. The Contractor, in performing under this Contract will not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.

The Contractor shall be responsible for all the cost of reports including inventory reports, reports required by the District's Intermediate School District, the State, and Federal government for funding or any other legal purpose. All reports shall be completed and submitted to the Battle Creek Public Schools for review and submission no later than five (5) work days prior to the submission deadline date. The Contractor will reimburse the Battle Creek Public Schools for any expenses or loss of funds resulting from errors, omissions, or late submission of reports due to the fault of the Contractor.

#### **1.42 Change of Law**

In the event any Federal, State, or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event, there are other material changes in the requirements of the Board (such as major enrollment changes or additions, which require added equipment), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the custodial service hereunder, then, in that event, upon written notice to the Battle Creek Public Schools Superintendent, the Contractor may request a renegotiation of this Contract. Such renegotiation will include, but not be limited to, the rates, the payment schedule, the duration of the Contract, and levels of service. The Contractor and the Battle Creek Public Schools representatives agree to negotiate in good faith and with due dispatch. Any modifications to this Contract resulting from such negotiation(s) shall become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Contractor.

In the event the Contractor and the Battle Creek Public Schools are unable to reach a satisfactory Contract within ninety (90) business days after such written request, the Contractor will have the right to cancel this Contract by written notice to the Battle Creek Public Schools Superintendent, a minimum of ninety (90) business days before the next contract anniversary date, whereupon, effective on such next contract anniversary date, this Contract shall be null and void.

**1.43 Severability**

In the event any provision(s) of the Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and the Contract shall be construed, and enforced as if said illegal or invalid provision(s) had never been inserted herein.

**1.44 Termination**

In the event the Contractor fails, at any time, to comply with contractual compliance and fully perform and strictly adhere to the terms and conditions contained in the RFP / Contract and all specifications as described herein; to be performed by the Contractor, its agents or employees, the Battle Creek Public Schools shall give a Ten (10) Business day notice in writing, to the Contractor of said failure and, in the event the Contractor does not remedy such failure within Five (5) Business days from the receipt of such notice by it (except if such failure be impossible to remedy within five business days, only because of weather conditions making roads impassable or other acts of God, or strikes) then, at the option of the Battle Creek Public Schools, the Contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable to the Battle Creek Public Schools for any costs to the Battle Creek Public Schools for custodial services. Failure to exercise the Battle Creek Public Schools rights within forty-eight (48) hours does not preclude any subsequent right to exercise at a later date. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

**1.45 Selection Timeline: The anticipated timeline for its selection process is:**

<i>BCPS Custodial Services Selection Timeline</i>		
<i>RFP Posting Dates</i>	<i>January 12, 2026- January 30, 2026</i>	<i>-</i>
<i>Mandatory Pre-Bid Walkthrough</i>	<i>January 26, 2026</i>	<i>11:15am EST</i>
<i>Deadline for Intent to Respond</i>	<i>February 6, 2026</i>	<i>10:00am EST</i>
<i>Deadline for Request for Information</i>	<i>February 9, 2026</i>	<i>5:00pm EST</i>
<i>Posting RFI Responses</i>	<i>February 13, 2026</i>	<i>10:00am EST</i>
<i>Bid Opening</i>	<i>February 16, 2026</i>	<i>10:00am EST</i>
<i>Internal Vetting and Interview Scheduling</i>	<i>Week of February 16, 2026</i>	<i>-</i>
<i>Post Bid Interviews</i>	<i>Week of February 23, 2026</i>	<i>-</i>
<i>Board of Education Action to Award</i>	<i>Consideration - 3/9/2026 Approval - 3/23/2026</i>	<i>-</i>

***The District may modify or eliminate any of the above schedule in its sole discretion.***

## II. PROPOSAL REQUIREMENTS

This outlines the information that must be provided by each Bidder and the required format for the Proposal. Any Proposal not providing the required information or not conforming to the format specified may be disqualified. Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS note: (Section 1.2) of the RFP for additional Proposal requirements. Each Bidder shall submit its Proposal for the three (3) year term. Each Proposal shall include a **Transition Plan & Schedule**, for a successful implementation.

Proposals must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth within the RFP. It must include information that will enable the Battle Creek Public Schools to determine the Bidders' overall qualifications, experience, and proposed solution. Each Proposal shall also include any other information that the Bidder feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any **Exceptions** ( see section 2.1.6 ) to the terms and conditions contained in the RFP or any other special considerations or conditions requested by the Bidder shall be enumerated by the Bidder, utilizing Bid Proposal Exceptions Form (**Attachment A6**). This form must be submitted as part of its Proposal; together with an explanation as to the reason such terms/conditions cannot be met. It is the intent of the RFP that each Bidder shall meet the RFP requirements and specifications in their entirety within their Base Bid. To the extent exceptions are expressly noted on their Proposals Exception Statement, the Districts selection committee will review and consider each proposed exception. No exceptions are implemented into the RFP or contract until each is reviewed **and is Individually accepted and approved by Battle Creek Public Schools Superintendent in writing.** All pricing factors must be clearly indicated in the Bidder "Official Bid Form". Any alternate Bid must be submitted on a separate Bid Form and will only be considered after a review of the *Required Base Bid* is provided on the Official Bid Form (**Attachment A8**).

### 2.1 **Proposal Format**

This RFP requires certain responses from the Bidder. Where forms are provided the Bidder must use them. For other specified responses the Bidder shall be responsible for such information on an individual page but in their own format. All forms and responses must be completed and submitted with your proposal to be considered. All items identified in the RFP "**Proposal Checklist**" noted as (**Attachment A9**) must provide a page number where information is located within Proposal and be highlighted or flagged within the proposal documentation for clear identification by the School District.

**2.1.1** Bidders must provide an introductory letter on company letterhead summarizing

their Company and Proposal. The Bidder agrees to be bound by the terms and conditions in this RFP and fully acknowledges that the approved terms, conditions, requirements, and expectations of this RFP shall be accurately represented in the terms and conditions of the Contract signed between Battle Creek Public Schools and the awarded Contractor. Required Signature Page **(Attachment A7)**

- 2.1.2** Bidders must provide personnel background information for Managerial or Supervisory staff including education, training, experience and qualifications. Describe the chain of command and reporting relationships. Bidders must provide a proposed staffing organization chart as part of their Proposal. All Contractor employees must have a High School Diploma or G.E.D. equivalent.
- 2.1.3** Bidders must utilize the "**Official Bid Form**" provided. **(Attachment A8)** Bidder must complete an estimated Target Base bid for the first year and an estimate for each of the following two years identified as a term of contract (3 Years). Bidders must also provide hourly wage information and hourly pay rates for contractor employees placed in the Battle Creek Public Schools on the same form. Additionally, the Bidders must provide the total annual Salary or Wages paid to all Managerial or Supervisory staff working in conjunction with the Battle Creek Public Schools contract. This is a Cost-Plus bid, please be clear with the staffing plan, wages, and total estimated cost of staffing as well as your proposed percentage markup on personnel, equipment and materials, and supplies, if applicable.
- 2.1.4** Bidders shall initial the **(Attachment A8 Section D)** in the complete column box, thus providing Confirmation that Bidder received addendums provided by Battle Creek Public Schools. If you didn't receive all the addendums, please initial and list them in the Addendums Not Received Line. Upon receiving the Addendums, please date and initial the proper Addendum Number. Initials on this form will indicate Addenda acknowledgment for the RFP process.
- 2.1.5** Questions for RFP clarification must be submitted on the "**Requests for Information Form**". **(Attachment A2)** Answers to questions submitted shall be e-mailed to all parties who properly submitted the "Intent to Respond Form" on or before February 9, 2026, 5:00 pm EST. All information must be referenced on the form in order to receive a written response. Written Response shall be forwarded to all eligible bidders.
- 2.1.6** Bidders shall utilize the "**Bid Proposal Exceptions Form**" **(Attachment A6)** by identifying the page and section number of the RFP document which the Bidder takes exception with. Bidder must provide a detailed explanation, documentation, or rationalization of why Bidder will not or cannot comply with the RFP requirement, and provide options or an alternate methodology for compliance, for District

consideration.

- 2.1.7** Bidders must clearly identify within their proposal a minimum of three (3) K-12 public school districts as references, including contact name, address, phone number, and e-mail address. References must be in the past five (5) years. Also, identify by school district name, and current clients for Custodial Cleaning Services.
- 2.1.8** Bidders shall provide a detailed list of any K-12 school districts in that they were providing custodial cleaning services and/or management services in the past five (5) years and have now ended that contractual relationship. Please provide a contact name ( if possible ) and a brief explanation of why your company no longer is under contract with the school district.
- 2.1.9** Bidders are required to complete and submit the provided "**Familial Affidavit Statement**" (**Attachment A3**) and the provided **Certificate of Eligibility "Iran Economic Sanctions Document"** sworn statement (**Attachment A4**) for compliance with State Law. Both must be signed by an authorized representative and notarized.
- 2.1.10** Bidders must provide a notarized Non-Collusion Affidavit within their proposal documentation. (Notarized Statement provided by the Bidder).
- 2.1.11** Bidders must provide a clear and comprehensive statement and description explaining how they are in Compliance with the Michigan School Safety Initiative Legislation.
- 2.1.12** Bidders shall provide within their proposal any employee benefit(s), listing eligibility criteria, and level of Contractor coverage, including, but not limited to, medical, dental, vision, life, short and long-term disability, retirement, etc.
- 2.1.13** Bidders shall provide a description of their proposed rewards and recognition program for employees on the BCPS account and how it would reward and recognize performance excellence.
- 2.1.14** Bidders shall provide their proposed Key Performance Indicators (KPIs), a description of their process and reporting of data and measurement of attainment and progress for KPIs, and their internal measures of success in the performance of custodial services. Areas of importance to BCPS are Quality of Service, Client Satisfaction and Contractor/Staff Responsiveness, Active and Proactive Communications, Collaboration, Innovation and Value Added Initiatives and Cost Avoidance Opportunities, Cleaning Crew Talent Management and Performance/Rewards Recognition Program, Safety Performance and Training and Financial Performance. KPIs will change over time, as the program should be one of continuous

improvement.

Please describe your process for delivering upon these service and performance priorities, what attributes you recommend for measuring the KPIs and please provide a sample report and approach to daily communications, monthly reporting on performance and financial metrics and quarterly business reviews, BCPS will work with the successful bidder on documenting the KPI measurement and reporting process in the contract as well as the governance process for continuous improvement and adding and eliminating various KPIs over the life of the Contract and renewal periods. Please provide your sample Service Level Agreements (SLAs) for your proposed KPIs, as well as your prioritization levels for dispatch and response times.

- 2.1.15** Bidders must provide a detailed transition plan of action (Outline form is acceptable.) Explaining how they propose to provide a smooth, successful and seamless transition from the Battle Creek Public Schools incumbent Contractor's operations to the Contractor's operated custodial service starting July 1, 2026. Included within the Proposed Staffing and Pricing and Transition Plan, the Contractor must detail the number of employees and daily hours and coverage as well as site supervision assigned to each school Facility.
- 2.1.16** Bidders must provide a staff continuity plan showing expected turnover rates for staff and how the Contractor will address the need to prevent excessive turnover of staff. The plan should identify the number of substitute employees the Contractor anticipates needing to have available. The Contractor will explain the action to address absences or scheduling for coverage when an employee is not available.
- 2.1.17** Bidders must provide a current worker's compensation experience modification factor on a document **from** the Contractor's worker's compensation insurance carrier.
- 2.1.18** Bidders must demonstrate the ability to secure necessary and adequate cleaning supplies, materials, tools, equipment, and staffing to perform the scope of work within their proposed start-up time. **Note: For full transparency, accountability, and inventory management, the District must mutually agree with the Contractor on a purchasing process or protocol that the Contractor and its Employees will be expected to follow in the procurement of consumable supplies, materials, parts, and equipment for the District Custodial Cleaning Services. If a bidder is proposing a markup on supplies, materials or equipment procured, BCPS reserves the right to cap the markup over the term of the contract within contract terms subject to the total bid terms proposed.**

- 2.1.19** Bidders' proposals must provide evidence of all aspects of their custodial service management and technical capabilities. These should include human resources services, computer systems, tools and capabilities, any use of robotics, and training programs for management and non-management personnel. The Bidder's initial and ongoing training program shall include an itemized list of topics and the number of hours per year and the cost of the training for each of the Contractor employees that is required to be completed.
- 2.1.20** Bidders shall provide evidence of their ability to provide adequate insurance coverage to protect the interests of themselves and the Battle Creek Public Schools. Bidders must provide evidence of insurance in the amount of eight million dollars (\$8,000,000). Such insurance coverage shall include and provide protection to the Battle Creek Public Schools for environmental hazards. (See 1.32).
- 2.1.21** Bidders shall provide (upon request from the Director of Facilities) documentation of sufficient financial resources which shall include a recent audited Financial Report to provide management and Custodial Cleaning services for a district the size and scope of Battle Creek Public Schools.
- 2.1.22** Bidders must provide a detailed description of any other resources to be provided by their company, not listed within this RFP, which would result in safe and efficient Custodial Cleaning services.
- 2.1.23** The Bidder will list all litigation or regulatory proceedings within the United States and within the past five years as it pertains to (i) school districts in which the Bidder has been a party to similar Contracts, (ii) supplies, equipment, or services of the type which are the subject of the proposed Contract/Signatures, or (iii) non-compliance of the Bidders supplies, equipment, and services or the Bidders working conditions and employment practices with the Occupational Safety and Health Act and other State / Federal requirements.
- 2.1.24** Bidders must provide a Bid Bond or Certified Check in the amount equal to five percent (5%) of the first year's total Bid amount of the Contract.

## **2.2 Proof of Qualifications**

The Battle Creek Public Schools will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as may be deemed necessary by the Battle Creek Public Schools.

## **2.3 Oral Interview**

Battle Creek Public Schools may require qualified companies to participate in an

interview and negotiation process to discuss their Proposal and to answer any questions the Battle Creek Public Schools may have regarding their RFP. Battle Creek Public Schools will notify the qualified Bidder(s) using the provided contact information. Interviews may be scheduled during the month of February 2026.

#### **2.4 Evaluation of Proposals**

The custodial cleaning operation is critically important to the District's daily educational environment and operations. Every facet of the operation may not be detailed in this RFP. The mandatory Pre-Bid meeting and site visits will afford the Bidder the opportunity to ask questions so they understand the basic custodial programming at Battle Creek Public Schools. Each Proposal must be complete, clear, and concise. The following categories & criteria not listed by rank or necessarily all-inclusive, are the principal considerations by which Proposals will be reviewed and evaluated:

- **Management Organization, Capability, Staffing Plan and Solution** as shown by detailed evidence of Contractor's expertise, experiences, detailed solution and approach, and client references.
- **Business Stability & Experience** checked through various sources as well as the Proposal documentation and reference(s) feedback related to professional expertise, reliability, control of turnover rate, and contract compliance.
- **Human Resources & Staff Management** as determined by operational protocols with Clients and documentation explaining staff supervision and training, use of technology, evaluations, employee handbook, records, communication plan, and regulatory compliance, etc.
- **Program Cost, Resourcefulness, and Financial Efficiencies** outlined on the Official Bid Form and explained in Proposal for monitoring performance, creative solutions and innovation, quality controls and assessments for identifying program efficiencies for the District.

The selection process will target the above criteria along with other program criteria interests and considerations to evaluate presented documentation by Bidders. The Battle Creek Public Schools will select the Contractor that it deems most qualified to serve the interests of the District. The lowest Bid price does not necessarily mean the best-qualified proposal.

#### **2.5 Required Proposal Signature Page: Attachment A7**

A signed copy of the "**Proposal Signature Page**" (**Attachment A7**) MUST accompany the original proposal document. All Bidders must Note: Bidders shall not make any modifications to any Attachment/ Document Forms provided within this RFP. Any Unauthorized Modifications to any Form may be grounds for Disqualification of any Bidder.

### III. CUSTODIAL CLEANING SERVICES REQUIREMENTS

#### **3.1 Scope of Services - BASE BID**

The Contractor shall provide: See **(Attachment C3)** Custodial Staff Duties, Responsibilities and Expectations Scheduled as needed or through Seasonal or Monthly assignments. This attachment list is for guidance but is not limited to these actions.

- 3.1.1** Custodial Services for a three (3) year contract term, which may be renewed on an annual basis for up to a total of three (3) additional years upon the successful annual review of performance at the sole discretion of the Battle Creek Public Schools Board of Education.
- 3.1.2** **Staffing should include three full-time (40 Hours per week) Utility Crew Members. These crew members will be responsible for both interior and exterior light relamping and maintenance.** They will assist in landscaping activities as well as lawn mowing when needed. They will also assist in snow removal when needed. During outdoor athletic seasons, the crew will maintain all athletic fields from a grooming and lining standpoint. They will ensure all fields are playable and correctly marked before each scheduled event. They will also take on any additional tasks as assigned by the Director of Facilities. The work schedule and priorities for these individuals will be at the discretion of the Director of Facilities. Vehicles, tools, and equipment will be provided for use by BCPS.
- 3.1.3** A designated member/s of the Contractor's Management team will be responsible for answering and responding to any security-related alarms from the hours of 6:00 am to 11:00 pm 7 days a week regardless of holiday schedules. An outside third-party source security company will field all alarm calls that do not fall under the responsibilities outlined above for the Contractor.
- 3.1.4** Custodial Services provided shall include custodial cleaning services, minor maintenance, warehouse/storage/inventory duties, food service support, minor grounds work, snow removal at building sidewalks/entrances, debris pick up around the building, and other daily tasks as noted in the details provided within this RFP and attachments. Staffing will also be involved with sanitizing and disinfecting areas of buildings to reduce health risks as determined necessary by the School District Director of Facilities and Health Department.

- 3.1.5** Except as provided in Section 3.2 below, Custodial Services shall include providing all labor, staff training, taxes, permits, custodial equipment, equipment supplies & materials, records, hand tools, quality controls and repairs, licenses, management and clerical support necessary to clean the buildings as specified in this RFP. All Contractor cleaning equipment requiring chemicals; custodial equipment, hand tools, consumable materials, and products must be approved by the Director of Facilities. When purchase(s) are estimated to exceed \$1,000.00 alternate purchase proposals should be reviewed with the Director of Facilities for approval.
- 3.1.6** The Contractor will clean, provide set-ups and tear-downs as detailed on the Facilities Schedule/calendar for every building on a daily & nightly basis and perform summer cleaning as required. In addition, besides cleaning and minor maintenance duties, all custodians shall be required to perform snow removal and spreading ice melt on facility sidewalks and entrances, as needed. The Contractor's staff may also be responsible for a number of storage duties, exterior glass cleaning, exterior trash pickup and removal, and support carnivals, and school building programs.
- 3.1.7** The Contractor will provide minor maintenance typically performed with small hand tools in addition to routine cleaning services. Examples of routine minor maintenance are small-scale painting, normal light bulb/tube replacement, addressing toilet blockages, locker repairs/ combination changes, changing of ceiling tiles, replacing pencil sharpeners, etc. In these cases, the Battle Creek Public Schools will provide the required supplies and materials. Hand tools will be provided by the contractor. The Contractor will have on staff at all times of service a trained, skilled, certified employee who is able to conduct work from a person high lift, for interior custodial services. This will allow high cleaning in required areas of District facilities and allows for the changing of high light tubes and bulbs throughout the District Facilities
- 3.1.8** The Contractor shall provide their Base Bid "targeted" staffing and cost projections on performing a full cleaning service. This service scope shall be as specified in the RFP. The Contractor shall read and review all attachments provided in order to assist in formulating their Proposed solution and staffing structure. Additionally, the successful Contractor shall use their expertise to further optimize the current custodial operations in an effort to improve services, quality, create value and manage costs.

**3.2** **Scope of Daily Services I Frequency - Outlined in Attachments C3:**

The Contractor shall develop base cost projections on meeting or exceeding current staffing projections when performing services as detailed in **(Attachments: C3)**. The

Contractor is required to communicate and coordinate all services with the Director of Facilities. The Contractor shall provide effective daily communication with the Director of Facilities and any designee. Per their Proposal, the Contractor will provide accurate written information on staff levels, scheduling, assignments, duties and responsibilities for each facility & site. Seasonally, some may be modified with written approval from the Director of Facilities.

### **3.3 Contractor's Obligations**

**3.3.1** The Contractor shall perform all the services described in the RFP and in the Contract and make any arrangements that may not be described but that are necessary to perform these services. The Contractor will provide all services throughout the term of this Contract unless otherwise instructed by the district Director of Facilities. In addition, the Contractor will require all employees to follow all applicable Board policies.

**3.3.2** The Contractor will provide an adequate staff of experienced and well-trained personnel, capable of and devoted to the successful accomplishment of the work to be performed under this Contract. The Contractor will use its best efforts to provide clean Facilities for each school facility under their cleaning responsibilities.

**3.3.3** The Base Bid shall be staffed according to what the Contractor believes is necessary to complete the cleaning tasks as well as taking care of all weekday events and activities while keeping each Facility open for approved building use hours. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods. The Base Bid must include all Labor, Supervision, cleaning equipment & tools, equipment material & supplies, and consumable equipment materials, (i.e., filter bags, wet mops, buckets with ringers & mop handles, scrubbing pads, cleaning rags, sponges, dust cloths & dust mops with handles, spray bottles, custodial gloves, small tools, ladders, lifts, buffing, vacuuming and other equipment, etc.). It is the Contractor's responsibility to maintain the standard of cleanliness specified in the RFP and Contract. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the requirements are met and that each Facility is effectively cleaned and serviced properly, per the Frequency of Documentation and on-site building cleaning needs.

**3.3.4** The Contractor is required to specify and provide staffing and scheduling as required to meet each building(s) custodial cleaning and program support needs. The Contractor will provide a communication system in which Battle Creek Public Schools would be able to provide daily information regarding building program needs, set-ups/teardowns, teacher concerns, etc. as approved by the Director of Facilities, in consultation with the Building Principal.

- 3.3.5** The Contractor shall be responsible for the selection, scheduling, evaluation, training, compensation, insurance, and retention of the Contractor employees, including all necessary employees, substitute employees, and any company managerial staff. The School District's Director of Facilities shall be the district's liaison with the Contractor. This position will facilitate and administrate the Contract and provide coordination and communication between the School District and the Contractor.
- 3.3.6** No visitors, spouses, or children of the Contractor employees shall be allowed at the Facilities during working hours unless they are bona fide employees of the Contractor, at that Facility or they receive prior approval from the Director of Facilities.
- 3.3.7** The Contractor will provide MIOSHA PPE to all Contractor employees. All Contractor employees are required to wear Contractor provided uniforms, on all work days. A logo on all uniform shirts is required. Uniforms must be worn by all regular and substitute employees while performing work under this Contract. The uniforms must be approved by the Director of Facilities. Contractor employees are required to wear a District/ Contractor ID badge while on duty and the Contractor will be responsible for any loss/replacement.
- 3.3.8** The Contractor shall be responsible for furniture and equipment set-up and tear-down (when appropriate) for extra-curricular activity needs, sporting events, or rental Contracts that occur at any Battle Creek Public Schools Facility during the normal week. These events may occur during or after school hours. Periodic special events will require the Contractor to modify the cleaning schedule to accomplish set-up and tear-down of those special events (parent-teacher conferences, ice cream socials, a play in the auditorium, home football games, etc.) Supporting these functions must be part of the Contractor's Base Bid staffing plan. The Contractor may choose to schedule support clean-up on the day after the event if the delay of the clean-up does not detract or interfere with the overall look or environment of the school building or other scheduled activities.
- 3.3.9** All Confined Spaces or restricted areas that are sign identified as "Permit Required" or as "Danger Asbestos", require proper entrance in accordance with State Regulations and the Battle Creek Public Schools confined space entry program. Entry into these areas is permitted only by persons who meet the MIOSHA requirements for confined space entry and MIOSHA, AHERA Asbestos Certifications, training, and required equipment. All approved employees must utilize all required personnel protection equipment and follow program protocols. All others must stay out, and if necessary barricade the area to protect others from entering. Call immediately for support and action by District authorized staff. Blood-Borne Pathogens responses for

clean-up, disinfection & sanitizing must follow State Health BBP's protocols, for clean-up, disinfection, and disposal. Approved Biohazard Medical waste disposal processes must be strictly followed by Contractor employees. All exposures must be immediately reported by Contractor employees to the District's liaison.

**3.3.10** Scheduled use of the Facilities on the weekends / after normal school hours/break periods/etc. will routinely occur. This is relatively common for Battle Creek Public Schools. The Contractor shall be responsible to open and prepare the Facility for scheduled use on a Saturday or Sunday and may also include the restroom, concession buildings, and athletic fields, and team buildings, at sports complexes. The Contractor will sometimes be required to provide extra or special coverage for Friday evening events and on Saturdays or Sundays. Sometimes with short notice. These scheduled events may be related to Battle Creek Public Schools Athletic programs and or school events that are covered under the Base Bid. All Rental Services shall be billed as an extra. Requests for extra hours shall be agreed upon in advance with the Director of Facilities and invoiced separately.

**3.3.11** The Contracted custodians are to be scheduled in such a way that:

- a. In Elementary schools, any space, used for an after-school activity, shall be cleaned after the end of that activity, provided the activity ends by 10:00 pm. This is in addition to making sure the rest of the school is clean and available for the next day. Some fresh-up cleaning may transact prior to the program.
- b. In Middle Schools and High Schools, any space, used for an after-school activity, shall be cleaned after the end of that activity. Some fresh-up cleaning may need to be transacted prior to the program or event. This is in addition to making sure the rest of the school is clean and available for the next day's use.
- c. Spaces that are to be used for after-school activities or programs shall be cleaned and set up at the scheduled times, and efforts are made to ensure that the routine cleaning of the remainder of the Facility does not interfere with the scheduled activity. Many activities will need clean-up service following the event. This may add additional hours to some regular assignments and the Contractor will need to adjust or accommodate these school events.
- d. Battle Creek Public Schools reserves the right to require their contractor to modify or change any work schedule to best meet the needs of the school district. The Contractor will notify the Battle Creek Public Schools immediately of conditions, which limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor will notify the Battle Creek Public Schools Director of Facilities in advance of any condition or situation, which will affect

the performance of the work under this Contract. In either case, the Contractor will communicate how the affected work shall be rescheduled. It is the expectation the Contractor will provide all necessary substitute custodians for cleaning responsibilities.

- e. The Battle Creek Public Schools normally has two custodial work schedules, one for when school is in session with student attendance or teachers are working; and one for break periods (i.e. Holiday breaks, Winter or Mid-Winter break, Spring break, and Summer). During break periods, including the Summer, the Director of Facilities and the Contractor will **jointly collaborate and agree** upon an appropriate schedule of cleaning to accommodate other activities like construction, renovation, or facility maintenance. Summer cleaning will require custodial services for special programming and this may permit or require the Contractor employees to work during an alternate time schedule(s). The Contractor must schedule Summer-cleaning around these programs or activities. During the summer months, the Contractor shall be required to provide adequate staff to complete all Summer-cleaning tasks at least two weeks prior to the start of school.

During the summer months, the Battle Creek Public Schools will require the Contractor to replace any burned-out lighting and wipe all lighting deflectors and light panels. The Battle Creek Public Schools will provide the bulbs for this operation. Break periods are when cleaning activities may include stripping and refinishing floor systems and cleaning carpeting. If necessary, during times of construction or renovation projects, the Battle Creek Public Schools liaison may re-assign the custodial work normally performed in assigned areas.

- f. The Contractor is responsible for the security of all Facilities during the service operation. If any of the Contractor employees are scheduled to open or close the Facility, then that employee should have knowledge of where breakers, alarm panels for resetting fire alarms, lighting controls, and equipment are located. It is incumbent on the Contractor to secure all Facilities at the end of building business hours and set required alarms, secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows. Office, classroom, and other doors are to be kept locked at all times except for scheduled activities. For the safety of students and the public at large, storage and custodial closet doors must be kept shut and locked when the Contractor's employees are not in direct use. Response time for Emergency calls/communication by Contractor should be immediate and never exceed 15 minutes. Exterior doors are to be locked at all times.

If the Contractor fails to properly secure any Facility, a non-compliance penalty

as provided in the Deductions and Penalties (Section 3.22.13). The Contractor is required to provide staff that shall be available for emergency calls, (24/7), 365 days per year and to dispatch staff to adequately respond. The cost of the emergency responses for these calls and actions shall be at the Contractor's expense if the Contractor employee created an emergency.

- g. Some of the Contractor's most important customers shall be the Building Principals. To ensure customer satisfaction, the Contractor supervisors and employees shall be required to maintain regular, open communication with these individuals. If the need arises for the Battle Creek Public Schools liaison to contact one of the Contractor employees, there must be a system in place to accomplish this task. Therefore, the Contractor will provide, at its own expense, a cell phone system, a radio system, or another acceptable communication system to each Facility. It is expected the responsible Contractor person in each building will carry the device and shall be available to the Contractor's manager coordinator or the Director of Facilities. The Contractor agrees to respond to any emergency requests, including but not limited to, water leaks, vacuuming of water or mop-ups made necessary by water from plumbing failures, leaks, water intrusion or accidents; 24 hours per day, 7 days per week, 365 days per year within 60 minutes or less. Hourly pricing for this after-hours emergency service shall be identified on the Official Bid Form. **(Attachment A8)**. Any Invoicing for this type of "Non-Target" service, including O.T., must be pre-approved by the Director of Facilities.
- h. Energy conservation is very important. Every effort shall be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use will have lights on. All doors and windows will remain closed whenever the heating and cooling systems are operating. There shall be no overriding of the heating and cooling units except for the needs of after-school activities. During the summer months, the facilities may not be air-conditioned except to assist in carpet drying following extraction. The Contractor, in coordination with the Director of Facilities, will review utility use on a monthly basis to make sure the Battle Creek Public Schools policies are being followed.
- i. The Contractor will ensure that any substances defined as hazardous by State or Federal law shall be properly labeled, delivered or used in a way that complies with State or Federal laws. These substances must have prior written approval from the Director of Facilities for storage, and use within the School District properties & buildings.
- j. The Contractor will obtain and maintain at its own expense any necessary licenses and permits to provide the services specified in this Contract. The

Contractor will also ensure that all applicable equipment manufacturers' recommendations on cleaning are followed. Some examples include carpet, tile flooring, wood floor care in gymnasiums, rubber floors, new furniture cleaning, SS faucets, hardware, sinks, finishes and equipment, synthetic surfaces, etc.

- k. The Contractor shall be responsible for clearing snow and ice and/or distributing ice melt around doorway entrances and sidewalks. This shall be on an as-needed basis to assure maximum safety for Facility users. The Battle Creek Public Schools may have new concrete surfaces that must be treated with appropriate ice melts other than salt. Custodial staff may be responsible for the operation of powered snow removal equipment. The purchase of ice melt and gasoline for the snow removal equipment shall be provided by Battle Creek Public Schools.
- l. Contractor employees are required to work on all "Act of God" days as directed by the Superintendent of Battle Creek Public Schools. In addition to snow removals around school entrances, the Contractor shall be responsible to perform select other tasks listed by the Director of Facilities. On "Act of God" days, the Battle Creek Public Schools in consultation with the Contractor may permit employees to begin work earlier in the day, with the approval of the Director of Facilities. The Contractor employees are also required to work on all other days that school is closed due to other inclement weather or due to boiler failure, electrical outages, etc. On these days, they should expect to work their regular schedule unless otherwise directed by the Director of Facilities through their Contractor's District Manager.

### **3.4 Absenteeism**

Employee absenteeism can significantly and adversely affect the quality of services received by Battle Creek Public Schools. The successful Contractor must maintain a pool of trained and qualified substitutes with the required background checks available at short notice to ensure that the Battle Creek Public Schools is adequately staffed in the event of a lack of coverage that will impact services due to absenteeism, illness, or injury. It is expected the Contractor will always operate with a full complement of staff to provide adequate coverage to perform the scope. Monthly invoices shall reflect the absenteeism and any paid time off which occurred during the month as well as any additional time and cost incurred by bringing in any substitute staffing. The Contractor must also keep track of the absenteeism rate, and upon request, this data must be provided to the Battle Creek Public Schools. The total daily staffing and related custodial hours and school coverage shall be included in the base bid. If a change of an employee is needed, the successful Contractor is required to inform the building principal and the Director of Facilities when there shall be a change of employees for absence purposes. If the absence is expected to last more than three consecutive work days, the Contractor

must inform the Director of Facilities. If requested, the Contractor must provide audited staff time records to the Director of Facilities.

If the Contractor's supervisor/project manager is unavailable for work under the Contract for any period of time, the Contractor will immediately inform the Director of Facilities of the absence, the reason for the absence, and how the Contractor will ensure the completion of the supervisor's/project manager's responsibilities and work. Battle Creek Public Schools reserves the right to audit payroll records and/or time cards of the Contractor and its employees. The Contractor must have a mutually agreed monitoring system, to ensure the employees are on-site for the duration of their assigned cleaning schedule and will validate staff time for invoicing records.

### **3.5 *Operational Efficiency***

Battle Creek Public Schools expects the Contractor to continuously use its expertise in order to streamline operations and costs while maintaining service levels, and complying with Board policy and safety guidelines. Periodically, the Battle Creek Public Schools will request the Contractor to identify and implement operational efficiencies that will lead to cost reductions in custodial services as cost reductions are pursued in other Battle Creek Public Schools services. Savings will accrue to the Battle Creek Public Schools in accordance with a decrease in custodial staffing or hours of service.

### **3.6 *Supplies and Equipment***

Base Bid: The Contractor will provide all cleaning equipment, supplies, materials, and products necessary to complete the outline scope of custodial work. All custodial cleaning consumable supplies, chemicals, materials, tools, cleaning pads, PPEs, products, or equipment furnished by the Contractor must be reviewed with and pre-approved by the Director of Facilities. This includes but is not limited to: vacuum bags, scrubber pads, wet and dry dust mops, rags, sponges, latex staff gloves, etc. All cleaning, disinfecting, sanitizing, and finishing chemicals, paper hand towels, toilet paper, and plastic bags for waste containers will be supplied by the Contractor. All products need to be reviewed and pre-approved by the Director of Facilities. The Director of Facilities will provide District SDS documentation to the Custodial Contractor for MIOSHA compliance and training. The Contractor will provide and maintain any and all custodial equipment and tools required to meet the cleaning needs of each facility. The contractor is liable for any misuse, damage, or injury caused by the misoperation of equipment or chemicals not used properly by contractor employees. All quantities & volumes of all chemicals and consumable products used by the Contractor may be audited by the Director of Facilities. Subject to the terms of the successful bid and final contract, should BCPS select to acquire equipment through the Contractor, all equipment purchased will become and remain the property of BCPS. Provide the breakdown of the cost and

amortization schedule for equipment purchases and provide any alternative solutions and proposals for the provision of heavy or expensive professional cleaning equipment and any robotics. District equipment used by the Contractor remains the property of the school district. The contractor will maintain a log inventory, with serial numbers and equipment condition and any maintenance or repairs on the equipment for the Director of Facilities, of all equipment used for Custodial Services for each facility. This inventory will include all newly purchased, existing equipment or out-of-service equipment.

The contractor's equipment inventory log will provide a list for each building including the make, model, and serial number. If requested by the Director of Facilities, the contractor shall be responsible to assist the District with the purchase of new equipment. They will also be responsible to assist in any sale of existing school district-powered custodial equipment at market value. All sale pricing must be approved by the Director of Facilities.

Any rental cleaning tools, equipment, supplies or services shall be the responsibility of the Contractor. The Contractor will hold the district harmless against any theft or damage to the provided equipment and related supplies / materials. The Contractor will be responsible and liable for any misuse, damage or injury caused by Contractor employees.

**3.7 Work Schedule**

The base bid for custodial services shall include a minimum of 261 work days, per the term of the annual contract, excluding weekends and approved Holidays. This number may be modified lower by the Superintendent pursuant to district calendar changes or emergencies. However, during this time, the Contractor shall also be required to staff the district buildings so as to provide required and necessary services to accommodate both after-school programs and weekend programming and activities. . Along with custodial cleaning services, the Contractor will also provide service for set-ups and tear-downs, snow removal at facility entrances/sidewalks, Ice melt applications, moving furniture, bleacher movement, minor maintenance, and district staff requests approved by the Director of Facilities. The Contractor will staff buildings and schedule assignments requested by Battle Creek Public Schools and for shift hours approved by the Director of Facilities, per building. The district buildings shall be closed on the following holidays, and the Contractor will not be paid for these days unless expressly requested for service on any Holiday, by the Director of Facilities:

<b>BCPS Holiday Scheduled Days Off</b>	
Memorial Day	Thanksgiving Day/ Friday Following

Independence Day	Christmas Eve/ Christmas Day
Labor Day	New Year's Eve/ New Year's Day

The Contractor should review the Battle Creek Public Schools calendar for the School Years of 2026-2027 & 2027-2028 & 2028-2029: **(Attachment B2 2025-2026)**. The Contractor should understand there are many activities that occur after school and some during the summer months. The contractor will be responsible for setup/teardowns and cleanup before, during, and after these events. During the summer school activities, the Contractor shall be required to perform summer cleaning throughout the district school buildings as well as custodial service for the summer school program schedule and needs. Some Buildings may need to receive summer cleaning services in the evening or on weekends in order to complete summer cleaning expectations, due to summer program use.

The Director of Facilities has asked all Bidders to include in their Base Bid the staffing for: 400 additional hours for special after-hours or weekend activities, athletic events, and district-authorized programs which may not be "Pre-Scheduled" on any facility "Use" schedule/calendar, however, may require the use of district facilities & sites. The Contractor should include this additional hourly projection and proposed staffing plan/coverage within their estimated target Base Bid staffing & calculations. Authorization of these hours must be from the Director of Facilities or Designee. The contractor is responsible for tracking hours.

The Contractor will need to plan for after-hour and weekend activities and programs which may be scheduled in Battle Creek Public Schools buildings. The Contractor shall be required to staff weekend programs and activities utilizing district building calendars or Facility Use schedules. There shall be no overtime paid for weekend work or required to complete the normal cleaning responsibilities of the Contractor unless authorized in advance by the Director of Facilities or Designee. This will normally be an emergency situation. A shortage of staff does not constitute an emergency. The contractor may be compensated for emergency hours and non-school extra activity/program hours which exceed the predetermined number of facility use and hours for custodial services, based on Official Bid Form.

### **3.8 Battle Creek Public Schools - Contractor Communications**

#### **3.8.1 Contractor Liaison / Representative**

The Contractor shall designate a liaison or contractor representative which shall be available 24/7 to communicate with the **Director of Facilities or Designee**. This person must be in a managerial capacity to coordinate and schedule services

necessary to meet the custodial cleaning needs of the district Or to respond to emergencies. Communication may be provided by written letter, verbal, phone, fax, or email, format. However, all directions, approvals, authorizations, complaints, discipline, notices, and agreements must be in a written, documented, and recorded format.

**3.8.2 Provision of Notice**

All notices given pursuant to this RFP or the Contract shall be delivered in written format and sent either by hand delivery or electronically via email. Both Parties shall be responsible to maintain current contact numbers and addresses.

**3.8.3 Battle Creek Public Schools Obligation of Non-Appropriation of Funds**

Subject to the State of Michigan funding, and enrollment statistics, the Battle Creek Public Schools represents that it has adequate funds to meet its obligations under any Contract awarded as a result of this RFP during the current fiscal year; that it intends to maintain any Contract awarded as a result of this RFP for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the such said Contract period. However, if adequate funds become unavailable at any time during the such Contract period(s) to continue funding for any Contract award as a result of this RFP, the Battle Creek Public Schools obligation under such Contract(s) will terminate as of the date that the funding expires without further obligation to the awarded Contractor.

**3.9 Management**

*The Contractor will provide all necessary supervision, staff, including custodians, substitutes, coordinators, managers, and clerical staff to coordinate and perform all Contractor functions, responsibilities, and services described in the RFP and Contract. The Contractor shall assign a responsible project manager to act as the Contractor's designee in all matters relating to the Contract and work performed under the scope of the RFP and Contract. This will be the same person as referenced in 3.8.1 contractor liaison. The Contractor's representative will schedule monthly meetings with the Director of Facilities on a mutually agreed time and date; to discuss organization and operations matters concerning custodial services, personnel, equipment/supply issues, work orders, and any other related contractual service issues.*

**3.10 Operations**

**3.10.1 Operating Requirements**

The Contractor shall provide all custodial services necessary to meet the Battle Creek Public Schools' needs. Service shall be provided on school days and on other days designated by the Battle Creek Public Schools.

### **3.10.2 Scheduling**

The Contractor will schedule custodians as requested and approved by the Director of Facilities or Superintendent.

#### **a. Changes in Assignment**

Custodians shall be permanently assigned to the same facility whenever possible. If a change is made to a permanent assignment during the course of the academic year, the Contractor shall notify the Battle Creek Public Schools as soon as possible.

#### **b. Changes in Established Facility Time Schedules**

Changes to schedules shall be implemented by the Contractor as soon as possible but in no case more than 48 hours later than notification of the change is received by the Contractor manager, responsible for service to the Battle Creek Public Schools.

#### **c. Changes in School Schedules**

It is expected the Contractor will work when the schools are closed due to inclement weather or other facility-related closings. If the Superintendent of the Battle Creek Public Schools **does** close the buildings to ensure the health and safety of any person or for any other lawful reason, then the Battle Creek Public Schools shall not be obligated to pay for any services hereunder provided that the Battle Creek Public Schools has notified the Contractor 2 hours in advance of the shift start time.

### **3.11 Custodial Requirements**

#### **3.11.1 Battle Creek Public Schools Philosophy**

It is the Battle Creek Public Schools' intent to provide high-quality service and to ensure the safety and comfort of the Battle Creek Public Schools students and staff. The Contractor hereby recognizes and agrees to uphold the following general standards for personnel.

- For the protection of students, persons who have contact with students and their families must be of stable personality, and good moral character and shall meet or exceed all state-mandated certifications. Additionally, all employees shall be conversant in the English language and be able to take directions accordingly.

- The Contractor shall allow no person to provide custodial services if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to provide custodial services who is not, at any time, in a condition of physical, mental and emotional stability and ability to perform all duties.
- The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school property.

### **3.11.2 Pre-Employment Screening**

The Contractor shall develop and implement a pre-employment interview, background check, and annual background check update process for its staffing candidates for employment and hired employees who shall be on District property or in a District Facility. The screening program shall be designed to assist the Contractor in determining the candidates' qualifications for work with students in District Facilities. This procedure must be reviewed and approved in advance by the District to ensure compliance with any and all applicable Federal and State laws, rules, ordinances, District policies, and regulations and licensing and permitting requirements applicable to providing custodial services contemplated in this Contract, including, but not limited to:

- a. Establishing tests acceptable to, and approved by, the District that is designed to determine the presence of illegal drugs, controlled substances or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety-sensitive employees according to Federal and Michigan law, rules and regulations, and District policy. The Contractor shall have a zero-tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances, or alcohol, or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on District property.
- b. Meeting the requirements of the **School Safety Initiative Legislation**, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. The Contractor acknowledges and agrees that unless the District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who shall be on any District premises to carry out the custodial services contemplated by the Contract Documents, fingerprinted and subject to criminal history and background checks through the Michigan State Police and Federal

Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed and requested by the District, with the assistance of the Contractor, or provide written notification to the District that the Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan public school district, intermediate school district, public school academy or non-public school (each an 'Agency') and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If the Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the District acknowledging its consent to provide the Contractor with a copy of the report at the time of fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the District within 3 business days of when any of its agents, employees or representatives who shall be on the District's premises to carry out the custodial services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph.

The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the District, to enable the District to properly submit the Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel".

Imperative that the employee background checks are updated annually to ensure ongoing compliance with the program.

### **3.11.3 Credentials and Related Requirements**

The Contractor will provide any credentials or documentation requested by Battle Creek Public Schools.

The Contractor shall provide a CPO/AFO Certified operator at the Battle Creek Central and Northwestern Academy locations for both active shifts. This individual will be responsible for the operation of the pool as well as chemical testing and recording at each of these locations as required by the Local Health Department.

### **3.11.4 Drug & Alcohol Use Standard**

Battle Creek Public Schools and the Contractor shall maintain zero (0) base tolerance standards for alcohol and drugs used, distributed, or impacting employee physical or mental condition within the workplace.

#### **a. Grounds for Testing**

The Contractor shall conduct or cause to be conducted tests acceptable to the Battle Creek Public Schools that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:

- All permanent, temporary or substitute custodians before the custodian, first begins work under this Contract;
- Test results must be obtained before the custodian begins work; and,
- Any person whom the Contractor or the Battle Creek Public Schools has reasonable cause to believe has reported working or is at work or is on the Battle Creek Public Schools property under the influence of drugs or alcohol.

#### **b. Grounds for Removal from Service**

The Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:

- If a trainee or employee refuses to submit to a drug test in one of the above described situations;
- If a trainee or employee possesses, consumes, sells or dispenses alcoholic beverages, illegal drugs, or controlled substances on Battle Creek Public Schools property or during the course of providing custodial services to the Battle Creek Public Schools;
- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing custodial services to the Battle Creek Public Schools;
- If a trainee or employee violates the laws pertaining to drugs, controlled substances or alcoholic beverages at any time, if doing so adversely affects the Battle Creek Public Schools, its students or its property;

- If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.

**c. Other Requirements**

All employees must be at least eighteen (18) years of age, be a legal resident, must be fluent in and conversant with the English language, and meet all other checks as required by law prior to being placed in a position with the Contractor to work in the Battle Creek Public Schools. All Contractor employees must have a High School Diploma or G.E.D. equivalent.

**3.12 Custodial Training Requirements**

The Contractor will provide or arrange for any such legally required or other training as is needed to ensure that qualified custodians are available to provide services described in the Contract. A minimum of 16 hours a year must be scheduled as non-Cleaning time and specifically designated for staff professional development and safety training. These dates and times must be coordinated with and approved by the Director of Facilities.

**3.12.1 Pre-Service Training and Ongoing Training**

The Contractor is to have, in place, an ongoing effective and documented training program that consists of two parts, each of which provides all local, State, and Federal mandated training and contains, at a minimum: **(all staff training must meet regulatory requirements)**.

**ORIENTATION PROGRAMS for PLACEMENT in District:**

AHERA 2-hour training	Emergency Preparedness Training
Asbestos Floor Tile Care	Lock-out! Tag-out Procedures
Basic General Cleaning Procedures, Equipment & Chemical Applications	Ladder and Basic Electrical Safety
Blood-borne Pathogens & Disposal	Personal Grooming & Hygiene
Sanitization & Disinfection Protocols & Infection Control	Right-to-Know Safety Data Sheets (SDS)
Personal Protection Equipment	Safety - Basic First Aid
Carpet Care & Hard Floor Care	Sexual Harassment

The Contractor will provide written documentation/records of Contract employees who have attended such a program, including date and time, to the Battle Creek Public Schools liaison prior to the employee being placed in the Battle Creek Public Schools.

### **TRAINING PROGRAMS AFTER PLACEMENT IN Battle Creek Public Schools**

The Contractor will provide a minimum of sixteen (16) hours of job-related performance and safety training per year to each employee. Recommended topics are as follows:

ADA	Carpet Vacuuming
Asbestos Floor Tile Care	Ceiling/Wall Washing
Auto Scrubbing	Chemical Safety
Basic Restroom Cleaning	Cleaning Standards
Bloodborne Pathogens	Confined Spaces
Sanitization & Disinfection	Daily Restroom Cleaning
Carpet Extraction	Damp/Wet Mopping
Carpet Spot Removal	Dust Mopping
Equipment Checks	Equipment Usage
Ergonomics	Fabric/Upholstery Cleaning
Furniture Cleaning	Infection Control
Job Preparation & Clean-up	Ladder Safety
Lifting Techniques	Lock-out/Tag-out Procedures
Office Cleaning	Right-to-Know Safety (SDS Sheets)
Sexual Harassment	Slips/Trips/Falls Spray Buffing
Stripping/Refinishing Floors Team Cleaning	Window Blind Cleaning/Window Washing

The Contractor must show proof that it has provided all training to its personnel as required by applicable codes and standards. The Contractor will provide the Director of Facilities with training logs and, if requested, training verification/certification documentation.

### **3.12.2 Safety Program**

Safety is a paramount concern to Battle Creek Public Schools. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for custodians. The Contractor shall conduct a minimum of four (4) safety meetings each school year, and custodians shall be required to attend. In the event a custodian fails to attend one (1) of these safety meetings, the custodian shall be subject to suspension until obtaining the training. The agendas of the meetings shall be available for review by the Director of Operations upon request.

### **3.12.3 Employee Training Participation**

At no cost to the Battle Creek Public Schools, the Contractor shall make all custodians assigned to the Battle Creek Public Schools available to the Director of Facilities and HR Manager for at least one (1), two hours session per year in addition to the Contractor's training programs. The purpose of these sessions is to solicit the custodian's suggestions and comments regarding policies, practices, and other Battle Creek Public Schools concerns.

### **3.12.4 Mandated and Requested Equipment Modifications**

If, during the period of the Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, or if special equipment or devices are required or requested by the Battle Creek Public Schools or Contractor; such modifications or installations shall be made by the Contractor after notification and approval from the Director of Facilities. The cost of providing such apparatus, modification, or installation, shall be the responsibility of Battle Creek Public Schools and the Contractor on a non-target unit cost basis. The Contractor may be responsible for the maintenance of such apparatus, as described herein. All installations must be pre-approved by the Director of Operations or authorized by his signature on a district work order form.

### **3.12.5 Physical Locations and Control of Equipment**

Equipment shall remain at assigned locations or Facilities, and shall not be moved to another location or Facility, unless approval is granted in advance and in writing by the Director of Facilities. All equipment held in ownership by the Battle Creek Public

Schools shall remain on Battle Creek Public Schools properties and shall not be moved by the Contractor to other sites where the Contractor might also have Contracted. Contractor employees shall not remove any equipment, materials, supplies or products held in ownership by the Battle Creek Public Schools for personal use or any private or commercial gain.

### **3.13 Maintenance Standards & Inspections**

The Contractor shall maintain in good, safe mechanical and operating condition all custodial equipment. The Contractor will complete a written inspection form detailing the condition of all equipment before the beginning of each school year for Battle Creek Public Schools review. The Contractor shall maintain the equipment so that their condition remains equal to or exceeds that condition recorded on the written inspection form, normal wear and tear excepted. Mechanically, equipment shall be maintained in a condition approximating that set by the original manufacturer. Failure to routinely clean or maintain equipment in a condition acceptable to the Battle Creek Public Schools may constitute a default of Contract performance and subject the Contractor to an assessed penalty fine. District equipment that can no longer be efficiently maintained should be replaced. Any equipment which may be purchased by the Contractor for the District must be inventoried and becomes the property of the District. All Contractor equipment must be maintained and cared for in a professional manner per Manufacturer's recommendations. All replacement or new purchasing must be pre-approved by the Director of Facilities.

### **3.14 Responsible Party**

The Contractor shall be the responsible party with respect to any applicable annual, quarterly or required/requested inspections of the custodial equipment, maintenance thereof, and related issues. Records may be reviewed or documentation must be provided for review by the Director of Facilities upon request.

### **3.15 Purchasing Protocols:**

The Contractor is responsible for procuring parts, materials, and supplies authorized by the Director of Facilities. Any purchasing, through the School District, by the Contractor or employees shall be in compliance with State Law and District purchasing Protocols. Contractor purchasing shall be in compliance with all appropriate State or Federal Laws and regulations. Contractor and Contractor employees will coordinate all purchasing through the Operations Department office except as authorized otherwise. The Director of Facilities will authorize Vendors or Suppliers as the District deems necessary. Any use

of District Purchase Cards must be pre-authorized by the Director of Facilities.

### **3.16 Contractor's Records and Reporting Requirements**

The Contractor shall make available at any time to the Director of Facilities all operating records that the Battle Creek Public Schools may request pertaining to the Contract or services provided. Additionally, the Contractor will provide certain regular reports to the Battle Creek Public Schools as specified in this section and others as mutually agreed on by the Battle Creek Public Schools and Contractor.

#### **3.16.1 Records to be Maintained by the Contractor**

##### **a. Operating Records**

The Contractor shall maintain annual operational records, for a minimum of eighteen (18) months. A copy shall be provided to the Director of Facilities of all daily records indicating absenteeism per building, supplies used per building, employees' hours per Facility, accident occurrences, equipment logs of repair or purchase, and building complaints.

##### **b. Personnel Records**

The Contractor shall maintain records that include documentation of all custodians, management, and support staff compliance with all legal requirements and with all standards and requirements set forth in this RFP and Contract. The Contractor shall provide any employee information requested by the Battle Creek Public Schools, HR Manager or Director of Facilities.

#### **3.16.2 Annual Reports Required for Director of Facilities:**

If any of the following Regulatory or Security programs experience an incident, exposure, possible violation, or violation occurred during the Contractor's performance of this Contract, the Contractor shall report this in written format to the Director of Operations immediately, describing and providing all facts of the incident or accident.

##### **a. MIOSHA (SDS And Asbestos Records)**

Before bringing any new chemicals onsite, the Contractor must provide one copy of the product Safety Data Sheet (SDS) to the Director of Facilities for review and approval. Both the District and the Contractor will maintain SDS documentation as required by State and Federal Regulations.

The Contractor and the District must maintain a complete and up-to-date

inventory of Safety Data Sheets (SDSs) for all chemicals used in each Facility, to the Director of Operations. The SDS record shall be available to staff in notebooks / and through web-based software. One shall be located in each school building's Main office, and one stored in the Facility Maintenance staff office area. In addition, a Master SDS Record with a section for each Facility in the Battle Creek Public Schools must be provided and kept current at the Executives Director of Operations office. Each SDS notebook must also include Michigan's Right-to-Know procedures.

Each location will contain an Asbestos Log identifying all asbestos containing materials on site based on the most recent Three Year AHERA Inspection. It is the responsibility of the contractor to ensure each individual has a thorough understanding of these materials and shall be able to locate and reference all records as needed. The Contractor will review these records with the employee and maintain records of these training sessions. The Three Year AHERA Inspections will be provided to the Contractor by the Director of Facilities

**b. *Procedures***

The Contractor will maintain, in each Facility custodial office area with a copy to the Director of Facilities, a Procedures Manual, indexed and containing the following sections, specific for that Facility that will include, at a minimum:

1. Contractor's standard policies and procedures.
2. Daily routines or schedules for custodians assigned to the Facility.
3. Emergency and safety procedures/ Emergency Preparedness List
4. List of equipment maintained in the Facility.
5. Maintenance and use manuals for all custodial equipment in the Facility.
6. List of all custodians assigned to each school (for contact purposes).
7. Standard cleaning procedures.
8. All relevant SDS and Asbestos Information

**c. *Accident Reports***

All accidents or incidents involving the Battle Creek Public School's vehicles by Contractors personnel, must utilize the Battle Creek Public Schools Accident Report form which requires photos of the accident. All accidents or incidents involving students/staff or property shall be immediately reported to the Director of Facilities. A written report shall be submitted to the Director of Facilities by the Contractor, as soon as possible, but never longer than 48 hours.

Accident reports shall make clear or provide at a minimum the following:

- Whether students were involved in the accident;

- Whether any injury occurred; or was there any BBP exposure(s)
- The custodian, location, involvement of equipment, and nature and extent of any property damage;
- The Contractor's assessment of the ability to charge for the accident; and
- Accident and incident reports completed by the Contractor's management and provide a copy to the Director of Facilities.

The Contractor shall provide to the Battle Creek Public Schools any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available. The Contractor shall use the MSP or MOE form as mandated by the State of Michigan.

### **3.17 Battle Creek Public Schools Liaison**

The Battle Creek Public Schools liaison referred to throughout this RFP will refer to the **Director of Facilities** or in his/her absence his/her designee or administrative assistant. The Battle Creek Public Schools Superintendent is authorized to modify this designation.

### **3.18 Identification Badges**

Identification Badges shall be supplied by the Contractor, list provided to the District.

### **3.19 Keys, Access Fobs / Proximity Cards & Building Alarm Codes:**

The terms "Key(s)" may also be synonyms with access fobs, proximity, and access or swipe cards. Keys, access fobs or proximity cards shall be supplied by the Battle Creek Public Schools. All keys shall be issued to the Contractor and must be signed out by the Contractor's Manager for employee distribution and assignments.

The District will provide the Contractor employees with alarm codes for each Facility. A set of security codes for all Facilities shall be issued to the Contract Manager. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be transferred or forwarded by the Contractor to new employees. Notification to the Battle Creek Public Schools shall be immediate with the reassignment or termination of any individual who has been assigned an alarm code.

#### **3.19.1 Initial Issuing of Keys**

The Battle Creek Public Schools will provide the Contractor's Manager with appropriate keys, access fobs & proximity cards for responsible access to all Facilities.

**3.19.2 Copying of Keys**

At no time will copies of keys be reproduced or cut for any keys issued by the District. If additional copies are needed, the Contractor must obtain keys from the Director of Facilities.

**3.19.3 Key Replacement**

There shall be a \$25.00 charge for the replacement of any lost or stolen key by the Contractor employees. And \$100.00 charge to replace and reissue lost or stolen access fobs or access cards. This shall be the financial liability of the Contractor.

**3.19.4 Key, Access Fobs / Access Cards or Identification Badge Replacement**

The Battle Creek Public Schools reserves the right to inventory or change the Contractor's keys, access fobs & access cards at any time deemed necessary. If this decision is made due to negligence on behalf of the Contractor or Contractor employee, the financial cost shall be the Contractor's liability.

**3.19.5 Lost Keys, Access Fobs / Cards and Identification Badges**

All lost or stolen Facility keys, access fobs or access cards and identification badges assigned to the Contractor or Contractor employee must be reported immediately to the Director of Facilities. Staff Identification Badges lost or stolen shall be replaced by the Contractor at their cost.

**3.19.6 Re-keying of Locks, hardware or Security System programming**

If the Battle Creek Public Schools deems it necessary to rekey any door locks or reprogram any security system due to key, security card, code or access device irresponsible loss or action by the Contractor or Contractor employee; the cost shall be deemed the Contractor's financial liability.

**3.19.7 Security of Keys, Access Fobs/ Cards and Identification Badges**

The Contractor is prohibited from lending / trading Facility keys; access Fobs / Cards and identification badges to anyone unauthorized by the Director of Facilities. The Contractor and its employees are also prohibited from leaving keys, access fobs / security cards or identification badges in Facility Maintenance closets or from being left in insecure areas or locations which other personnel have access.

**3.19.8 Termination of Contract**

All keys, fobs, security cards and identification badges assigned to a Contractor employee shall be returned to the Director of Facilities when his/her services in the assigned Facility ends. All above identified items shall be returned to the Battle Creek Public Schools at the termination of this Contract. The Contractor will agree to pay \$25.00 for each missing key and \$100.00 for each missing access fob / card not returned in operational conditions and properly identified.

### **3.20 *Property Damage and Protection:***

The Contractor employees are responsible to immediately report any vandalism or property damage to the Director of Facilities. This will include but not limited to any vandalism, evidence of attempts to force entry, and all other types of property damages to any school facility or the contents. The Contractor shall be responsible to report and financially liable for any damages to Battle Creek Public Schools Facilities, equipment, and/or building contents caused by the Contractor's employees. The Contractor will report, in writing, any damage that occurs.

The Contractor will continuously maintain adequate protection of all Facilities covered by the Contract from damage, loss or injury arising in connection with this Contract, and will make good any such damage, loss or injury if found responsible. The Contractor is to secure each section of the District's buildings as cleaning progresses throughout the evening as allowed by facility programming. Professional inspection forms should be used and a copy of completed inspection forms provided to the Director of Facilities. The Battle Creek Public Schools Superintendent, Director of Facilities and the school building Principal(s) may also periodically inspect the schools / sites and will report any deficiencies and unsatisfactory performance by the Contractor to the Director of Facilities and Contractor.

The Contractor is responsible for the conduct of its personnel. The Contractor will cooperate fully with the Battle Creek Public Schools and with any Law Enforcement authority in the investigation of any unlawful activity suspected of the Contractor employees while working for the Battle Creek Public Schools or on their properties.

If personnel employed by the Contractor are found to have committed theft or other unlawful activities on any of the Battle Creek Public Schools properties or in Facilities, the Contractor shall be responsible to the Battle Creek Public Schools for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

### **3.21 *Quality Control Inspections:***

The Contractor's supervisor/project manager, the Director of Facilities, and other personnel as deemed appropriate by the Battle Creek Public Schools liaison will perform at least quarterly inspections of each building (1) to ensure tasks are completed according to the Cleaning Frequency Requirements, (2) to ensure that the quality of work is satisfactory, and (3) to ensure the Contractor's compliance with other terms of the Contract. The Contractor will maintain inspection records, for areas in which each employee is responsible, for a minimum of eighteen (18) months. The Contractor supervisor(s) will use professional inspection forms mutually agreed upon between the Director of Facilities and the Contractor. Upon completion of each quality control

building/site inspection, the Contractor will provide a copy of the inspection form to the Director of Facilities.

An inspection of all Facilities shall be conducted prior to the start of school each school year by a team of Battle Creek Public Schools personnel, coordinated by the Director of Facilities. This requirement is not intended to limit the Contractors' responsibility to inspect or control its own work, nor does it limit the District, the right to inspect any Facility at any time. The Battle Creek Public Schools Superintendent, Director of Facilities and the school building Principal(s) may also periodically inspect the schools and will report any deficiencies and unsatisfactory performance by the Contractor to the Director of Facilities and Contractor.

The Contractor shall be granted a reasonable time to correct the deficiencies. Where it is necessary, in the Director of Facilities' opinion, to correct unsatisfactory performance and to conduct school activities in a clean and safe environment, all costs incurred by the Battle Creek Public Schools to correct the deficiencies shall be the Contractor's financial liability and may be deducted from the monthly payment to the Contractor.

The duties of the Contractor Project Manager shall **not** be performed by custodial hourly employees, nor shall the Project Manager perform cleaning duties except in the case of an emergency. Failure to provide adequate staffing does not constitute an emergency.

### **3.22 Battle Creek Public Schools Rights and Responsibilities**

#### **3.22.1 Discipline**

The Contractor shall report to the Battle Creek Public Schools any incidents of misconduct of their employees and any corrective action taken. Every custodian shall at all times adhere to the Battle Creek Public Schools' work rules, protocols, policies, ARs, and procedures.

#### **3.22.2 Authority to Remove Equipment from Service**

At the request of the Director of Facilities, the Contractor shall remove immediately from Battle Creek Public Schools service any and all District or Contractor custodial equipment that is determined unfit or unsafe for service within Battle Creek Public Schools buildings. The Battle Creek Public Schools will provide specific reasons for such requests to remove equipment from service. If deemed necessary by the Director of Facilities, the Contractor shall be responsible to replace the equipment within a reasonable time period.

#### **3.22.3 Authority to Approve, Reject or Remove Employees from Service**

The Battle Creek Public Schools reserves the right, under just cause, to approve, reject or have reassigned any Contractor employee assigned for Battle Creek Public

Schools service. This will include, under this Contract, any and all proposed employees, including employees or subcontractors who may be providing custodial services at any time during the duration of this Contract. Further, at the request of the Director of Facilities, the Contractor shall immediately remove from service, any and all employees, whether permanent, substitute, or temporary, including any supervisory/ managerial personnel.

**3.22.4 *Deductions for Temporary School Closures***

If one or more Facilities are closed for more than three consecutive work days for "Acts of God", Facility renovations, and/or a problem with the safe Facility operations, the Director of Facilities may request that cleaning services be temporarily suspended in the applicable Facility(s). If this occurs, the Battle Creek Public Schools bill for that month shall only reflect the time incurred while Contractor's employees were onsite. If any such service reductions can be reasonably anticipated by the Battle Creek Public Schools the Director of Facilities will provide as much lead time as possible to the Contractor. If approved by the Director of Facilities, the affected Contractor employees may be temporarily moved to another district facility for a limited time to assist with custodial cleaning.

**3.22.5 *Liquidated Damages***

To recover losses it suffers (which may be immeasurable) and to discourage poor performance, the Battle Creek Public Schools may assess liquidated damages. These damages accrue in addition to the Battle Creek Public Schools expectation that it will not pay for any service that has not been provided. The damages shall be assessed against the Contractor regardless of whether the actual failure to perform was caused by the Contractor or by the Contractor's subcontractor(s). A written or verbal notification may precede or provide a warning to the Contractor that a claim for Liquidated Damages may be assessed if services or performances are not immediately corrected or provided.

Liquidated damages may, at the District's sole discretion, be assessed for the following infractions listed below. The following financial damages shall be applied, and shall be deducted from the next monthly invoice. A written communication, from the Director of Facilities, shall be provided to the Contractor identifying when and why liquidated damages are being assessed.

**3.22.6 *Facility Security Key Loss or Alarm Violation Call***

There shall be a \$50.00 charge for the replacement or sharing of Facility keys, or security alarms caused by the Contractors employees. There may be a \$50.00 charge for not properly securing buildings at the end of daily schedule for exterior

perimeters and/or interior building security partitions.

**3.22.7 Equipment**

All specified Facility Maintenance equipment assigned to each district facility must remain at each facility and may only be moved with the expressed approval of the Director of Facilities. The contractor will provide an audited inventory of all Facility Maintenance Equipment at each school building. Non-compliance of building equipment inventory by the Contractor may result in a non-compliance deduction of \$100.00, Plus purchase price of any missing equipment.

**3.22.8 Excessive Managerial Staff Turnover**

Managerial positions will not be reassigned to other Contractor accounts without prior written consent from the Battle Creek Public Schools. To ensure the continuity of operations, a \$1,500.00 penalty per instance for staff turnover in the Contractor's District project managerial positions, per school year shall be assessed, unless pre-approved or replacement is requested by the Director of Operations. No penalty is applied during the first 90 business days of the initial Contract.

**3.22.9 ID Badge or Uniform Violations**

If a Contractor employee is observed at the work site without wearing the Contractor issued ID badge and / or uniform, the Contractor shall be in non-compliance with the Contract and a \$50.00 deduction may be assessed on the monthly invoice for each such violation(s).

**3.22.10 Fines for MIOSHA / DEQ Violations**

If the Director of Facilities identifies any Contractor employee Violating MIOSHA Safety or DEQ Regulations a \$100.00 assessment may be implemented against the Contractor monthly invoice. If for any reason Battle Creek Public Schools is assessed any penalties or fines for MIOSHA violations arising out of the Contractor's provided services and are specifically attributable to the Contractor or employee(s), the Contractor will reimburse the Battle Creek Public Schools for these fines by the commensurate financial reduction on the charges for the current monthly invoice.

**3.22.11 Improper Chemical Use**

If any Contractor employee damages Battle Creek Public Schools property, the Contractor will pay the cost to restore the District's property and if not able to restore, then provide replacement, at the Contractor's expense. Any Contractor Employee utilizing the incorrect chemicals, product or equipment will subject the Contractor to a \$100.00 violation fine for each occurrence. Contractor is liable for any damages or injuries caused by this action.

**3.22.12 Improperly Securing Facilities**

If the Contractor employee fails to properly secure any Facility and the police are dispatched, a non-compliance penalty of \$250.00 per incident may be deducted from the next monthly invoice payment. The Contractor is also responsible for any fee invoiced by the emergency responder(s) for improperly securing buildings. That penalty fee shall be deducted from the next monthly invoice. Contractor may be liable for any damages or theft caused by this action.

**3.22.13 Non-Response Action or Answering of Cell Phone Calls**

Calls placed by the Director of Facilities, Director's Designee, Superintendent, or any other Authorized Administrator by the Director of Facilities; must be responded to within 15 minutes or less, especially for an emergency message. A \$250.00 penalty, per incident, may be assessed to the Contractor's monthly invoice, for each occurrence.

**3.22.14 Non-Approved Personnel**

If a Contractor employee is observed working in the Battle Creek Public Schools and has not been authorized / approved by the Battle Creek Public Schools to work in the District facilities, the Contractor shall be in non-compliance with the Contract and a \$250.00 deduction shall be made on the monthly invoice. The unauthorized employee shall be immediately removed from Contractor service and vacate District's property.

**3.22.15 Non-Inspection and Repetitive Performance Failure**

Failure to complete any required equipment care, safety, or Quality Control inspections, as specified in Sections 3.13 & 3.21 of the RFP and failure to reschedule and complete the inspection within three business days will result in the issuance of a non-inspection penalty of \$250.00 per building inspection. Repetitive performance failure for custodial cleaning services may result in a \$250.00 penalty per identified incident.

**3.22.16 Unfilled Employee Absences**

Whenever any custodians are absent from part or all of their Battle Creek Public Schools assignment the Contractor must communicate this absence (if it results in non-coverage for their work on that shift or shifts) to the Director of Facilities or his/her Administrative Assistant. If this occurs frequently and no acceptable resolution is provided by the Contractor on how to provide custodial service or work coverage on scheduled assignments, then the Director of Facilities may impose a non-performance / unfilled position penalty fee on the Contractor. The fee shall be a \$250.00 penalty daily per occurrence as described above for the nonperformance

and or noncompletion of the scheduled work after a period of 3 days. The \$250 shall be assessed daily after 3 days and will continue on a daily basis until the workload is covered and the work completed.

**3.22.17 Services Provided by the Battle Creek Public Schools**

The Battle Creek Public Schools is responsible for and shall provide the following:

- Yearly Calendar
- Director of Facilities - Main Contractor contact
- Hours of Operation and building bell times
- Expectations for Custodial Staffing, schedules & duties
- Necessary office space for Contractor's Managerial staff
- District Emergency Management Plan Booklet List of District Management Personnel & contact numbers
- Battle Creek Public Schools Facility addresses & Floor plans (Floor Plans Upon Request)
- District MIOSHA SOS documentation for school facilities
- If applicable: Custodial equipment Inventory by building. All cleaning, disinfecting, sanitizing, and finishing chemicals, Paper supplies for hand towels and toilet paper & all plastic bags for trash containers provided by the District.
- Emergency procedures and phone numbers
- Provide a review of the Contractor's Emergency Preparedness List for Custodial Response; which shall include directions or provide guidance for the proper cleaning / disinfection for special Viruses, Germs, and Bacteria such as: H1N1, Norovirus, Strep, Swine Flu, Legionnaires Disease, MRSA, Bird Flu -Avian Influenza, Ebola, TB, etc.
- Battle Creek Public Schools Policies, AR's & Department work rules
- Other items mutually agreeable to the Battle Creek Public Schools and the Contractor

#### IV. COST PROPOSAL

##### 4.1 Overview

The Battle Creek Public Schools is interested in Proposals from qualified Contractors to maintain Battle Creek Public Schools, through custodial services. Accordingly, Battle Creek Public Schools is interested in securing price quotations in the following formats:

##### 4.1.1 Target Price - BASE BID

The contractor will quote the **detailed staffing target, materials, supplies & equipment (purchased and/or leased), estimated and actual cost and proposed mark-up (\*\*cost-plus) target cost budget** for meeting the Battle Creek Public Schools custodial needs by detailing the estimated target cost for the Base bid. This number shall contain all known and anticipated services reflected within the RFP documentation; its intent, supervision and on-site visits and shall be quoted in a detailed Cost-Plus format.

##### 4.1.2 Non-Target Unit Cost

The Battle Creek Public Schools is expecting hourly rates and a proposed mark-up from Contractors with respect to the hourly rates for directed work authorized by the Battle Creek Public Schools that is not anticipated or contemplated at this time. (Emergencies or unanticipated Custodial Services for Vandalism, Property Damage, Storm Damage, etc).

\*\* The cost-plus bid language request is the interest of transparency and alignment. Therefore you would explain your actual base cost to provide the services, i.e. hourly labor rates of staff, equipment and supplies and materials, for example. The "plus" allows each individual

bidder to provide the district with a percentage of markup as its fee (if any, depending on the category) on each category as proposed mark-ups may vary, or may even be capped should a bidder choose to opt to propose that. The percentage of markup that a bidder chooses to propose is the decision of the bidder and will be evaluated by the district during the post bid process. This approach allows all bidding to remain competitive and the district will consider the proposed pricing and total cost as well as the proposed approach and solution during the evaluation process. The district set out the evaluation criteria in the bid package.

**V. ATTACHMENTS**

*Refer to the Table of Contents for attachments and associated documents.*