

**Grand Rapids Public Schools  
Request for Proposal  
Custodial Services**

Grand Rapids Public Schools seeks to obtain proposals for custodial and general maintenance services to transition beginning in June 2025. All Proposals to be delivered to the lobby of the

Grand Rapids Public Schools Administration  
Attention: Diane Liggins, Director of Purchasing  
1331 Martin Luther King, Jr. Street SE  
PO Box 117  
Grand Rapids, MI 49506

Proposals are to be in a sealed envelope clearly marked: "Custodial RFP" and returned no later than 2:00 p.m. EST, April 7, 2025, at which time bids will be opened and publicly read. Proposals must be submitted on the official Pricing Bid Form provided. The Board reserves the right to reject any and all bids. Late bids will not be accepted.

**TIMELINE FOR REQUEST FOR PROPOSAL:**

***RFP Issued: Friday - March 14, 2025***

***Pre-Submittal Meeting: Wednesday – March 19, 2025, 9:00 a.m. to 10:30 a.m. EST, LOCATION: GRPS UNIVERSITY, 1400 FULLER AVENUE NE, GRAND RAPIDS, MI 49505***

***RFP Due: Monday - April 7, 2025, ALL PROPOSALS TO BE RECEIVED NO LATER THAN 2:00 PM EST. Proposals received after the deadline will not be accepted and will be returned to the vendor unopened (NO EXCEPTIONS).***

***Interviews: Tuesday - April 15, 2025***

**To ensure confidentiality of proposals, faxed or e-mailed proposals will not be accepted.** District hours: 7:30 a.m. to 4:30 p.m. EST, Monday through Friday. **Proposals received after Monday, April 7th, 2025 at 2:00 p.m. EST will be returned unopened. Postmarking to the due date will not substitute for receipt of the proposal.**

\*If the District is closed due unforeseen circumstances on the day that a proposal is due, proposals will be due on the next day that the District is open. The Board of Education reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all irregularities, and to award the contract to other than the low bidder. In addition, the Board may award contracts to one or more firms.

***ALL PROPOSAL QUESTIONS SHOULD BE EMAILED TO [LIGGINSS@GRPS.ORG](mailto:LIGGINSS@GRPS.ORG)***

***IMMEDIATELY FOLLOWING, BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN PERSON AT THE SERVICE BUILDING, 900 UNION AVENUE NE, GRAND RAPIDS, MI 49503***

You must submit a **SEALED** hardcopy of the bid to:

Diane Liggins, Director of Purchasing  
Grand Rapids Public Schools  
1331 Martin Luther King, Jr. Street SE  
PO Box 117  
Grand Rapids, MI 49506

**SEALED HARDCOPY OF THE BID MUST INCLUDE:**

1. SIGNED COPY OF GRPS PRICING BID FORM
2. DEBARMENT AND SUSPENSION CERTIFICATION
3. IRAN BUSINESS RELATIONSHIP AFFIDAVIT
4. SWORN STATEMENT OF FAMILIAL RELATIONSHIP

**1. Purpose and Introduction**

The purpose of this Request for Proposal (RFP) is to enter a contract with a qualified contractor to provide custodial service for Grand Rapids Public Schools.

This RFP includes the bid specifications for contracted custodial service. This RFP includes the instructions for submitting proposals and the criteria by which a bidder may be selected. The bid specifications shall serve as the contractual terms by which the District intends to govern the relationship between itself and the selected contractor. Definition of Parties: Grand Rapids Public Schools will hereinafter be referred to as the "District". Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

**2. Bid Submission**

One signed original and 3 copies of the proposal must be submitted to the address specified at the beginning of this RFP. Proposals must be submitted in a sealed envelope labeled "Custodial RFP" by 2:00 p.m. Monday, April 7, 2025, and hand delivered, mailed and/or mailed express carrier to

Diane Liggins, Director of Purchasing  
Grand Rapids Public Schools  
1331 Martin Luther King, Jr. Street SE  
PO Box 117  
Grand Rapids, MI 49506

**To ensure confidentiality of proposals, faxed or e-mailed proposals will not be accepted.**

District hours: 7:30 a.m. to 4:30 p.m., Monday through Friday. **Proposals received after the due date of Monday – April 7, 2025 at 2:00 p.m. EST will be returned unopened. Postmarking to the due date will not substitute for receipt of the proposal.** If the District is closed due unforeseen circumstances on the day that a proposal is due, proposals will be due on the next day that the District is open. The Board of Education reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all irregularities, and to award the contract to other than the low bidder. In addition, the Board may award contracts to one or more firms.

**3. Bid Award Criteria**

The following non-prioritized criteria are some of the key criteria that will be considered in the evaluation of the proposals:

- Experience and past performance – Presented documentation of building cleaning experience including at least five (5) years of experience of cleaning of a minimum of 150,000 square feet of facilities per day.
- Experience providing cleaning services in public and/or private school environments.
- Resumes for Project manager/account supervisor's highlighting qualifications and experience.
- Project personnel - Adequacy of staff in size, availability, and experience.
- Total proposal bid per building.
- Full and proper completion of the bid forms.
- Guarantees – Any cost savings guarantees provided for by the proposal.
- Training program – The education and training programs to be provided to staff.
- Performance as reported by references.
- Any other information as reported by reference.

- Any other information the District's proposal review team determines to be pertinent. Determination of best suited candidates will be at the sole discretion of the District and the District's decision shall be final.

#### **4. Bid Duration**

All proposals must be irrevocable for forty-five (45) calendar days after the time and date of the bid opening.

#### **5. Bid Errors/Omissions/Discrepancies**

If there is a discrepancy between the unit price bid and the extension, the unit price shall govern. Bidders shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications. Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. The District does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of this RFP.

#### **6. Confidentiality of Bids/Proposals**

The information contained in proposals submitted for the District's consideration will be held in confidence until the Board of Education approves the recommendation of award.

#### **7. Exceptions to Bid Specifications**

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the Bidder shall be enunciated by the Bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met. Each Bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder's proposal and accepted by the District as part of the award agreement and documented accordingly.

### **Contract and General Conditions**

#### **1. Contract Administration**

The Assistant Superintendent for Human Resources and District Legal Services and the Director of Purchasing shall be the District's authorized representative in all matters pertaining to the administration of this contract.

#### **2. Contract Documents**

The contract entered into by the parties shall consist of this RFP, the letter of introduction accompanying this RFP, the signed response/proposal forms submitted by the Bidder, all addenda issued, and a purchase order signed by the Director of Purchasing. The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any changes or modifications to this agreement must be in writing, signed by both parties and attached hereto.

#### **3. Contract Term**

It is the intent of the District to award a contract to one or more contractor(s) for the custodial services of all buildings. The contract is expected to begin in the 2025 - 2026 School Year for a period of one (1) year with an optional two (2) additional years. Nothing requires the District to agree to extend the contract beyond the initial one (1) year term. The Contractor is required to provide a three (3) year price guarantee.

#### **4. Contract Termination**

Grand Rapids Public Schools may terminate this contract for cause on written notice to Contractor if:

- (1) Contractor breaches any of its material duties or obligations under the contract, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by Grand Rapids Public Schools.
- (2) Contractor poses a serious or imminent threat to the health and safety of any person.
- (3) Contractor's actions pose a serious or imminent loss to any real or tangible personal property.

- (4) Contractor is insolvent, bankrupt, or otherwise going out of business. Grand Rapids Public Schools, on thirty (30) days written notice to the Contractor, may terminate this contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense, or liability to the Contractor except the obligation to pay for services actually performed under the contract before the date of termination. Regardless of the basis for cancellation, Grand Rapids Public Schools shall not be obligated to pay Contractor for any incidental or consequential damages, lost profits, or costs incurred for services not actually performed.

## **5. Dispute Resolution**

In the event the awarded Contractor does not meet the requirements of this bid document and/or any of its related addendums, the following steps will be taken:

- a. Within seven (7) calendar days of the violation, the contractor will be given, in writing, a letter stating the nature of the violation.
- b. The Contractor will have seven (7) calendar days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved, and what steps are being taken to prevent this violation from occurring again.
- c. Grand Rapids Public Schools reserves the right to terminate the contract by giving, in writing, thirty (30) days written notice of intent to do so. The contractor shall be liable for any difference in cost between agreed price and price paid to an alternate contractor, including expenses incurred to solicit other contractor.

## **6. Contract Validity**

If one or more clauses of the contract are declared invalid, void, unenforceable, or illegal, that shall not affect the validity of the remaining portions of the contract.

## **7. Entire Agreement**

This Contract constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This Contract may not be modified except in writing signed by both parties.

## **8. Governing Law**

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan. The Contractor agrees that any litigation, action or proceeding arising out of this contract shall be instituted in a state court located in the State of Michigan. The jurisdiction and venue for any suit brought against this agreement shall be in Western Michigan District Courts.

## **9. Litigation**

If either party to this contract initiates a lawsuit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs, and damages as part of any judgment entered in its favor.

## **10. Subcontracting and Assignment**

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without prior written approval of the District. The Contractor will not be permitted to subcontract any portion of the contract without prior written approval of the District. No subcontract will, in any case, relieve the Contractor of their responsibility under the contract. Written consent to subcontract, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

## **11. Independent Contractor**

It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this contract and under no circumstances shall any of the employees of any party be deemed the employees of the other for any purpose. The

Contractor shall be wholly responsible for paying all taxes including but not limited to federal and state income taxes, FICA, FUTA, workers' compensation, unemployment, and single business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall defend, indemnify, and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest, or penalties relating to the Contractor or its employees or agents, if any. The Contractor shall acquire worker's compensation insurance for itself, its employees or agents, and shall defend, indemnify, and hold harmless the District from and against any claim for worker's compensation brought by or on account of the Contractor or by any of its employees or agents. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or an agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

## **12. Insurance**

(*Successful Bidder*) shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with its obligations under the contract generally of the types and limits identified below and, in an amount not less than the following:

**Commercial Broad Form General Liability Insurance\*** covering the actions, activities and performance of the (*Successful Bidder*) and its employees and agents assigned under the contract; including, but not limited to products, completed operations and broad form contractual liability coverage, not excluding sexual harassment and molestation; of at least \$1,000,000 per occurrence and/or \$3,000,000 aggregate combined single limit for personal injury, bodily injury, and property damage.

**Business Auto Liability Insurance\*** including Michigan's Statutes of Coverage's not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. Coverage is to include all owned vehicles, hired and non-owned vehicles, and employee non-ownership.

**Worker's Compensation Coverage\*** which meets the statutory limits in compliance with the applicable State and Federal laws with a limit of at least \$1,000,000 for each accident, including Employer's Liability.

**Employee Dishonesty Bond** of \$500,000 covering your (*Successful Bidder*) business from dishonest acts by your employees.

**Excess/Commercial Umbrella Liability Coverage\*** of not less than \$1,000,000 each occurrence/\$1,000,000 aggregate.

The (*Successful Bidder*) agrees to hold harmless and defend the Owner and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Vendor employees or subcontractors. The insurance policy shall be initiated prior to the performance of (*Successful Bidder*) and maintained until final acceptance by Grand Rapids Public Schools according to the prescribed procedures. Prior to beginning work, the Vendor shall furnish to the Grand Rapids Public School District a copy of the insurance policy and all subsequent changes or updates.

\*Insurance requirements may change to accurately reflect provisions of each individual contract. If during the contract, changed conditions or other pertinent factors should in the reasonable judgment of Grand Rapids Public Schools render the insurance limits inadequate, the (*Successful Bidder*) will furnish or request such additional insurance as may be reasonably required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on (*Successful Bidder*) potential liability to Grand Rapids Public Schools.

### **Insurer Qualifications\***

The insurance must be affected under valid and enforceable policies and issued by insurers licensed and admitted to do business in Michigan and have an A.M. Best rating of at least A.VI. (*Successful Bidder*) insurance carrier must be reputable and acceptable to Grand Rapids Public Schools, but acceptance of any licensed qualifying carrier shall not be unreasonably withheld.

### **Evidence of Insurance\***

Prior to commencement of services the (*Successful Bidder*) will provide Grand Rapids Public Schools with a certificate of insurance\*\* and Grand Rapids Public Schools will be given at least a thirty (30) day written advance notice of cancellation or material reduction of insurance coverage and proof of renewal coverage ten (10) days prior to expiration. Failure to request or obtain evidence of insurance shall not be construed as a waiver of (*Successful Bidder*) obligation to provide the required insurance.

**\*\*Additional Insured Status.** The following language shall be indicated on all certificates of insurance from *successful bidder*: *The Grand Rapids Public School District, its elected or appointed officials, employees and volunteers are included as "Additional Insured" with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured, (b) products and completed operations of the named insured, or (c) premises owned, leased, or used by the named insured".*

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RFP Insurance Requirements-VENDOR-Service Provider  
Reviewed & Updated February-2023  
Reviewed September-2024  
Reviewed & Updated February-2025  
GRPS Risk Mgmt Ofc

### **13. Billing/Payments**

#### **Billing**

Cleaning services are to be billed in equal installments as agreed upon by both parties prior to signing of contract. Invoices must itemize charges of labor for each school, include timesheets as documentation of actual hours worked, and must reference a purchase order number. Invoices shall be submitted via email to the Director of Facility Operations, Facilities@grps.org

#### **Payment**

Payment will be made after Contractor's submittal of a proper invoice. One check will be issued per month. Payments will be made on a net 30-day basis unless early payment discount terms are offered and accepted.

#### **Extra Billing**

Any work outside the scope of these specifications must be approved and assigned in advance by the Director of Facility Operations. Invoices for additional work must include the date and times of the work, the name of the school, the type of work performed, the number of hours worked, and the name of the authorized District person who approved the work to be performed. They are to be sent directly to the established email address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

### **14. Contractor Protection Clause**

Neither party hereto will negotiate with or hire personnel employed by the other, during the term of the contract, without written permission of the other party.

### **15. Gifts, Gratuities or Kickbacks Acceptance**

The offering of gifts, gratuities or kickbacks from Bidders or the Contractor to District employees and their family members or the members of the Board of Education are prohibited.

### **16. Indemnification Requirements**

The Contractor agrees to indemnify and hold harmless and defend the District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors, and agents from and against any and all claims, costs, expenses, damages, and liabilities including reasonable attorney's fees, arising out of the

- (1) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees.

- (2) any breach of the terms of this Agreement by Contractor; or
- (3) any breach of any representation or warranty by Contractor under this Agreement. The District agrees to notify Contractor 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 this Agreement.

### **17. Equal Opportunity Employer Requirements**

The Contractor must comply with all applicable federal and/or state Equal Opportunity Employer requirements in providing employment and promotion opportunities regardless of age, citizenship status, color, disability, gender, national origin, race, religion, or veteran's status. The Contractor further agrees to provide reasonable accommodations, upon request, to qualified individuals with disabilities.

### **18. Prices**

The prices proposed by the Contractor shall include all charges for labor, insurance, taxes, overhead, profit, and other applicable costs. The District may periodically request the Contractor to perform work that is not specified in this contract. Any such work will be classified as extra work and will be billed according to the rate specified in the bid proposal. Any additional work for which additional charges will be billed to the District must be preapproved in writing by the Director of Facility Operations.

The Contractor must provide separate line price for detailed summer cleaning, as specified in Appendix A, for each school the contractor is bidding.

### **Price Reductions**

If the District closes a building during the term of this contract the contract will be reduced by the amount bid on the Official Bid Form. If the District reduces the scope of the work by more than 30,000 square feet district-wide during the contract period, the contract price shall be reduced proportionally. Additionally, the District reserves the right to negotiate reductions in frequency and or scope to reduce costs if it deems necessary. Such reductions shall be agreed upon by both parties.

## **Custodial Services Specifications**

### **1. Background and Scope:**

Grand Rapids Public Schools is in Grand Rapids, Michigan. There are twenty-two (22) schools within the district requiring custodial services. Contracts will be awarded per building, so contractors must provide pricing for each school they are interested in providing services. Grand Rapids Public Schools has contracted for custodial and general maintenance services since July 1, 2005. Low custodial turnover is a high priority for the District. The District is seeking contracted custodial services only. Cleaning standards required are included in Appendix A. The District will provide cleaning tools and all consumable cleaning products (paper products, trash can liners, and cleaning solutions). It is the intent of these specifications that the schools be kept to an APPA (Association of Physical Plant Administrators) cleaning standards Level 2 – Appendix D. These specifications should, therefore, be referred to as a guide for, rather than a limitation to, the Contractor to maintain the cleanliness of the schools.

### **2. Information about the District Buildings**

Detailed information about Grand Rapids Public Schools and the Scope of Work is included in the Appendices.

**Appendix A:** GRPS Cleaning Standards and Frequency List Spring Break, Christmas Break and Summer Cleaning Task List

**Appendix B:** Building information sheet that includes square footage and maps of assigned cleaning area per school.

**Appendix C:** The 2025-2026 school calendar. (Available after award of contract).

**Appendix D:** APPA Custodial Standards

**Appendix E:** GRPS Custodial Building Inspection Form

### **3. Employee Selection**

All contract personnel will be required to have a criminal background check prior to working on site

consistent with MCL 380.1230. Contractor shall, at a minimum, perform the following pre-employment screening procedures before the placement of all regular and substitute employees in District facilities: Drug and Alcohol testing as approved by district and State Police record checks – any felony convictions or “listed offenses” as defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295 will disqualify personnel from placement at the District. Proof of the above must be provided to the Director of Facility Operations before any contract personnel appears on District grounds. All applicants being considered for employment must meet the criteria set forth by the United States Department of Immigration and Naturalization.

#### **4. Employee Placement**

The Contractor shall supply the District a list of all employees assigned to each building and their assigned areas of responsibility, and this list shall be updated as employees are hired or terminated. The Contractor must inform the Director of Facility Operations or their designee at least 48 hours before new contract employees are placed in any school in the District.

#### **5. Employee Expectations**

All employees are to present themselves in an appropriate manner and attire consistent with the District’s Board policies and the District’s administrative guidelines. The District reserves the right to seek removal of any contract employee whose moral conduct, behavior, health habits, or appearance are unsatisfactory. The contract employee will be removed as soon as possible upon being brought to the Contractor’s attention. The District’s decision shall be final. All of the Contractor’s employees assigned to the District must meet the following requirements: They must be:

- At least 18 years of age.
- U.S. citizen or authorized to work in the U.S.
- Completion of criminal background and history reports and results in compliance with state laws (specifically, MCL 380.1230).
- Able to inspect, see, and report maintenance needs to the Project Manager/Supervisor and/or to the building principal.
- Able to interact positively and appropriately with students, school employees, and the public. This shall especially apply to the head custodians.
- Able to productively work with minimal supervision. Competent people who are well trained in the area of work assigned.
- Alcohol and drug free when arriving for and while on duty. Contractor’s employees are prohibited from the manufacturing of, being in possession of, using, distributing, or dispensing of any controlled substance, including alcohol and marijuana, while on school grounds.
- Punctual.
- Well-groomed and in uniform

Contractor shall maintain attendance records which indicate “log” in at the beginning of their shift and “log” out at the end of their shift each day in a designated location. This requirement is to enable District staff to determine which of the Contractor’s staff is in each school at any given time. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building.

At no time shall the Contractor’s personnel do any of the following:

- Allow custodial closets, products, or equipment unattended.
- Congregate or have food/drink in unauthorized areas.
- Disturb papers on desks, open drawers, or cabinets.
- Use telephones or computers or tamper with personal property owned by the District, staff, or students
- Talk or text on personal cell phones while on duty or use a personal music device.
- Leave lights on or doors open in unattended sections.



- Play radios, or other similar devices, at a volume that is audible in other areas of the building.
- Use any District equipment that is not required to perform duties.
- Smoke or use any tobacco products on District property.

No visitors, spouses, or children of the Contractor's employees will be allowed at the work site during working hours unless they are bona fide employees of the Contractor, or they receive prior approval from the District's designee.

## **6. Manager/Supervisor**

The Contractor shall provide a Supervisor. The Contractor shall provide a full-time and full-year (365 days/year exception weekends and on District designated holidays) Supervisor on-site to manage personnel, schedules, etc. The Contractor is responsible for any additional equipment, supplies, assistance, or secretarial help. The Contractor shall provide the District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times. Once assigned to work under this contract and approved by the District's designee, the Contractor shall not remove or replace the Supervisor without written approval of the District designee. A résumé for the Supervisor must be provided as part of the proposal.

The Supervisor will be required to answer each call from the Director of Facility Operations within 15 minutes of the time the call is made.

### **The Supervisor**

- Must have effective verbal and written communication skills and must be able to use a computer for tasks and be able to access and use e-mail for communication.
- Must be authorized by the Contractor to act as the Contractor's agent in all communications with the Director of Facility Operations or his/her designee.
- Must have experience supervising cleaning staff. have full authority from the Contractor to schedule working hours, custodian's assignments, and cleaning procedures.
- Shall cooperate fully with District administrators.
- Shall be available for inspection of the buildings at times other than during working hours when requested.
- Must meet with GRPS custodial supervisors daily via phone at the start of each shift to discuss absences, equipment and supply needs, events, or any other pertinent information necessary that impacts the completion of the services.

## **7. Substitutes**

The Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to be able to fulfill any called in absences to the Contractor. The Contractor must notify the District of any Contractor's employee absence due to illness or injury and must be able to cover the required shift. The Contractor will recruit, background check, employ, train, pay, and supervise all substitute custodians for this contract. Whenever any custodians are absent from part or all of their District assignment and a substitute is not provided by the Contractor, the Contractor must deduct the charge for that employee from the next invoice.

The Contractor is required to inform the building principal and the Director of Facility Operations when there will be a change of employees for absence purposes.

If the Supervisor is unavailable for work under this contract for any substantial period of time (i.e., more than two consecutive work days), the Contractor shall immediately inform the Director of Facility Operations of the absence the reason for the absence, and the Contractor will provide a substitute manager who is familiar with the District's operations. The District expects a full year (365 days) coverage of all contracted services, except on weekends and on District designated holidays.

## **8. Employee Conduct**

The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, improper conduct, poor appearance, and/or poor behavior. If the Director of Facilities Operations notifies the Contractor in writing that any of the Contractor's employees assigned to Grand Rapids Public Schools is incompetent, disorderly, or otherwise unsatisfactory, the Contractor will remove such employee within one (1) shift and will not again assign that employee to work in Grand Rapids Public Schools without the written consent of the Director of Facility Operations.

## **9. Staffing Requirements**

Bidders must quote staffing levels at each facility that meets or exceeds the minimum level as defined by APPA's Cleaning Standards for level 3 cleaning in Appendix D.

The Contractor shall perform the services set forth in this contract at time periods as approved by the Director of Operations or his/her designee.

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

## **10. After School and Weekend Activities**

The Contractor will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events, or rental agreements that occur at school sites. This is considered part of a regular workday. The average frequency of after school activities is included in the appendix. Custodians are to be scheduled in such a way that:

1. In the elementary schools, any space used for an after-school activity shall be cleaned after the end of that activity, provided it ends by 9:00 p.m.
2. In the K-8 Schools, Middle School and High School, any space used for an after-school activity, shall be cleaned after the end of that activity, provided it ends by 10:00 p.m.
3. Spaces that are to be used for after-school activities are to be cleaned and set up at the scheduled times. Routine cleaning of the remainder of the building should occur provided it does not interfere with the scheduled activity.

Periodic special events will require the Contractor to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, a play in the auditorium, etc.).

## **11. Schedule Changes**

The District reserves the right to change any and all of the work schedules with an advance one-week notice to the Contractor.

## **12. Break and Summer Cleaning Work Schedule**

Scheduled breaks and summer cleaning shall be coordinated with the Director of Facility Operations or their designee. The schedule is to be developed with the goal of minimizing interference with any scheduled instructional activities or with contracted work being performed by others.

## **13. Training Requirements**

The Contractor is to have, in-place, an on-going, effective, and documented training program that includes at a minimum all local, state, and federally mandated training and contains, at a minimum: AHERA, Asbestos Floor Tile Care, Basic General Cleaning Procedures, Blood-borne Pathogens, Carpet Care, Handbook Review, Hard Floor Care, Ladder Safety, Personal Grooming, Right-to-Know including Material Safety Data Sheets (MSDS), Safety, and Sexual Harassment.

The Contractor will provide written documentation of contract employees, who have attended such a program, including date and time, to the District's designee within thirty (30) days after the hire date of the

employee.

The Contractor will provide at least twelve (12) hours of job-related training per year to each employee. The contractor shall review with the Director of Facility Operations the topics to be covered.

The Contractor must show proof that it has provided blood-borne pathogen training and sexual harassment prevention training to its personnel as required by applicable codes and standards. The Contractor will provide the Director of Facility Operations with training logs and, if requested, training verification.

#### **14. Uniforms and Identification**

The Contractor will provide, and all of the Contractor's employees are required to wear uniforms, approved by the District on all workdays. The Company Logo/Name on uniforms must be clearly visible on the front. Uniforms will be provided by the Contractor and must be worn by all regular and substitute employees while working in the District's schools and on the District's grounds.

The uniforms must be as follows:

Collared shirts are required for all contract employees. The shirts may be short sleeve or long sleeve. Shirt colors and styles should be the same for all employees.

Appropriate closed toe, low heeled footwear, unless specialty footwear such as non-slip or steel toed footwear, is required by the task.

In addition to uniforms, all contract personnel are also required to wear a picture ID badge provided by the Contractor with a design approved by the District. While performing work at the District, all ID badges are to be worn clearly visible and above the waist.

#### **15. Equipment, Tools, Cleaning Supplies**

It is the Contractor's responsibility to ensure that its employees use the equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations. The District will provide all basic cleaning tools including (but not limited to) the following at each school: brooms, dry mops, dusters, dustpans, flashlights and batteries, mop buckets and wringers, mop heads/handles, snow shovels, snow blowers, squeegees, wet mops, exterior brooms, yard rakes, custodial carts/barrels, wet and dry vacs, carpet blowers, plungers, low speed floor machines, walk behind scrubbers, and other tools necessary to perform the services specified in this contract. Each high school has a ride on scrubber in addition to the walk behind scrubbers. The District will supply all soaps, wax and cleaning solutions. Maintaining all cleaning equipment and tools will be the responsibility of the Contractor.

#### **16. Emergency Contacts**

Communication is critical when maintaining multiple school campuses. The Contractor will be responsible to provide the Director of Facility Operations with an emergency contact person and telephone number for each set of building workers.

If the need arises for the Director of Facility Operations or their designee to contact one of the Contractor's employees at a large site, there must also be a system in place to accomplish this task. Therefore, the District will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact contract personnel at all District locations.

#### **17. Emergency Service**

The Contractor agrees to respond to any emergency requests for water pick-ups and/or mop-ups made necessary by rain, plumbing failure, leaks, or accidents. Hourly pricing for this after-hours, emergency service will be requested on the bid form.

Any additional services of this nature must be pre-approved by the District's designated administrator on call. Any invoice for this type of service must include the school, date, area(s) affected, scope of work performed, hours expended by contract personnel, and name of person authorizing the work.

## **18. Holidays and Break Periods**

The Contractor will be required to provide custodial services in all district buildings during all break periods. Extra cleaning is performed during these periods.

The District is closed on, and the Contractor is not required to provide cleaning or other services on the following holidays; New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, and Christmas Day.

## **19. School Closings**

Snow Days

Custodians are **NOT** required to work on snow days only if the district is closed.

Custodians are required to work on snow days if the district is **NOT** closed.

Custodians are **NOT** required to work on all other days that school is closed due to other inclement weather or due to boiler failure, electrical outages, etc.

## **20. Property Damage**

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

The Contractor shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment, and/or contents caused, in whole or in part, by the Contractor's employees in an appropriately prorated amount as determined by the District.

## **21. Property Protection**

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

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

## **22. Quality Control/Inspections**

The District will regularly inspect the Contractor's work and rate it according to the APPA Cleaning Standards (Appendix D). Contractor will be paid for work rated "meets standards." Contractor will not be paid for work rated "below standard," or for remedial required to improve such a rating if attributed to neglect on the part of the Contractor, until conditions are improved. District staff will work closely with Contractor's representatives to achieve the results described in the standards. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining District facilities in accordance with the APPA Cleaning Standards, the cost of which shall be included in the base bid, unless otherwise called out as "Additional Services" in this RFP.

During the first three (3) months of the contract, the Contractor and District will inspect the sites weekly and discuss the results of the inspection. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, the District will continue performing weekly quality assurance inspections utilizing the District's Custodial Building Inspection Form (Appendix

E). Based upon performance, and at the Contractor's request, the District reserves the right to adjust the quality assurance schedule and extend the time between inspections.

The District will provide electronic versions of the weekly inspections to the Contractor within two (2) days of inspection completion. An action plan with deadlines must be provided to the District to indicate when corrections will be made if an area is deemed "below standard." Failure to turn in action plans may result in monthly payment being withheld until action plans are submitted.

For any site that fails to meet the District's standards as a result of some action that is the Contractor's responsibility, the Contractor is to notify the District immediately and develop a plan to bring the site back into compliance with standards. Should the District discover a site(s) that does not meet District standards, and the District has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

- a. The monthly payment for the specific site(s) will be withheld by the District until the site is compliant with District standards.
- b. If compliance is reached within 48 hours of notice, the District will release one hundred percent (100%) of the payment.

If the District has to notify the Contractor a second or third time for noncompliance at the same site within 12 months of the initial notice, the following penalty will occur:

- a. The District will withhold the monthly payment for the site. If compliance is reached within 48 hours of notice by the District, the District will release 80% of the payment, retaining 20% as a penalty for the second occurrence.
- b. The District will withhold the monthly payment for the site. If compliance is reached within 48 hours of notice by the District, the District will release 60% of the payment, retaining 40% as a penalty for the third occurrence.

For purposes of penalties, the "site" referred to in this section shall be the facility in which the deficiency has occurred. The percentage withheld will be in relation to the site's monthly payment of this contract.

The parties will observe the following progressive resolution process:

- a. Written notice of the problem.
- b. Field conference with the inspector/Contractor's field representative to identify the problem and agree on a solution as presented by the Contractor.
- c. Conference between District's Contract Administrator and Contractor's representative.
- d. Imposition of penalties and/or correcting defect at Contractor's cost.
- e. Termination of Service Contract.

### **23. Record Keeping Requirements Procedures Manual**

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

1. Contractor's standard policies and procedures
2. Daily routines or schedules for custodians assigned to the building (Appendix A)
3. Emergency and safety procedures. (Provided by the District)
4. List of equipment maintained in the building. (Provided by the District)
5. Maintenance and user manuals for all custodian equipment in the building. (Provided by the District)
6. List of all custodians assigned to each school (for contact purposes)
7. Standard cleaning procedures.

## **24. Government Regulations and District Policies**

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

- Asbestos Hazard Emergency Response (AHERA) regulations
- MIOSHA and Right to Know regulations
- All other applicable federal, state, and local laws, codes, and regulations Grand Rapids Public Schools Board policies and administrative guidelines

The Contractor will ensure that any substances defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws.

## **25. Deductions**

### **Deductions for Temporary School Closures**

If one or more schools are closed for more than three consecutive work days for “acts of God”, building renovations, and/or a problem with the building, the District’s designee may request that cleaning services be temporarily suspended in the applicable school(s). If this occurs, the District’s bill for that month will be reduced by 1/20th for each day of work that cleaning services are cancelled in the applicable school(s). If any such service reductions can be reasonably anticipated by the District, the District’s designee will provide as much lead time to the Contractor as possible.

### **Fines for MIOSHA and DEQ Violations**

If the District is assessed any fines for MIOSHA and DEQ violations arising out of these contract services and attributable, in whole or in part, to the Contractor, the Contractor shall reimburse the District for these fines by commensurately reducing the charges on the monthly invoice. The District will determine if a prorated portion of the fine may be warranted.

### **Improper Chemical Use**

If the Contractor uses chemicals or methods that damage the District’s property and/or health of staff and students, the Contractor shall pay for the property’s replacement and provide adequate types and amounts of insurance coverage to cover any/all liabilities related to the health of any/all staff or students.

### **Unfilled Employee Absences**

Whenever any custodians are absent from part or all of their District assignment and a substitute is not provided by the Contractor, the Contractor must deduct the charge for that employee from the next invoice.

FOR EACH UNFILLED SHIFTS ON SCHOOL DAYS -A \$300 PENALTY PER INSTANCE AND FOR ALL OTHER UNFILLED SHIFTS – a \$100 PENALTY PER INSTANCE WILL BE DEDUCTED FROM THE NEXT SCHEDULED PAYMENT TO THE CONTRACTOR.

## **26. Other**

Contractor to use a clock in system. Contractor to have a daily update of call-offs, fill-ins, and times one hour before the employee's shift.