## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL #9596

#### ADVERTISEMENT FOR BIDS GROUNDS MAINTENANCE SERVICES Troy School District

The Board of Education of the Troy School District is accepting firm, sealed proposals for a three (3) year contract for **GROUNDS MAINTENANCE SERVICES.** Proposals should be submitted for a three year period, encompassing the 2009/10, 2010/11 and 2011/12 fiscal years.

Specifications and proposal forms may be obtained online at <u>http://www.troy.k12.mi.us/purchasing/items\_out\_for\_bid.htm</u>. Click the left column on tab labeled "Bid 9596 – Grounds Maintenance Services".

Your Proposal MUST be submitted in a sealed envelope (box) and CLEARLY marked "Grounds Maintenance Services, BID #9596". The Troy School District requests six (6) copies (one of which must be clearly marked "Original"). All Proposals must be delivered no later than 3:00 P.M., Tuesday, April 14, 2009 to: Purchasing Department, Troy School District, 1140 Rankin, Troy, MI, 48083. All Proposals will be publicly opened and read aloud immediately thereafter. Proposals received after this time will not be considered or accepted. Facsimile and other electronic bids are not acceptable.

A Mandatory Pre-Proposal conference has been scheduled for Friday, March 13, 2009, at 8:00 A.M. at the Troy School District, Administration Building, 4400 Livernois, Troy, Michigan 48098. The purpose of this mandatory meeting will be to answer any questions regarding the RFP specifications and the current Grounds Maintenance operations.

All Proposers submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Proposer submitting a Proposal and any member of the Troy School District Board of Education or the Troy School District Superintendent. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The Board of Education reserves the right to accept or reject any or all Proposals, either in whole or in part; to award contract to other than the low Proposer, to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interests of the School District.

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## I. <u>OVERVIEW</u>

#### 1.1 <u>Submission Deadline and Requirements</u>

The date and time for receipt of Proposals is:

## Tuesday, April 14, 2009 at 3:00 p.m. EST

**1.1.1 Proposal Envelope**: An opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED GROUNDS MAINTENANCE SERVICES RFP # 9596 [Proposer's Name] [Proposer's Address] [Proposer's Telephone Number]

The envelope must also be addressed and delivered as follows:

TROY SCHOOL DISTRICT PURCHASING DEPARTMENT Attention: Frank E. Lams 1140 Rankin Street Troy, MI 48083

- **1.1.2** <u>Late Proposals</u>: Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. The School District shall not be liable to Proposer for any delivery or postal delays.
- **1.1.3** <u>**Returned Proposals**</u>: All Proposals received after the date and time specified above will be returned to the Proposer unopened.
- **1.1.4** <u>Signed Original Proposal</u>: Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's Firm. This member should be the highest-ranking officer at the local level. NO FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP. The original copy must be clearly indicated.
- **1.1.5** <u>Copies of Proposal</u>: The Proposer shall also submit with the signed original of its Proposal six (6) complete copies of the signed original Proposal.
- **1.1.6 Opening of Proposals:** At the specified location, date and time stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

- **1.1.7** <u>E-Mail Clarifications</u>: The School District intends to communicate with Proposers via email (e.g., RFP clarifications and Addenda) and through posting on the School District's purchasing website. Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications, include e-mail.
- **1.1.8** <u>Intent To Respond</u>: Each Proposer who intends to submit a Proposal in response to this RFP shall submit an "Intent To Respond" via e-mail to Frank E. Lams at flams2@troy.k12.mi.us on or before 12:00 PM on March 17, 2009. The Intent To Respond shall include the name of the Proposer, the name of a contact person and that person's e-mail address.
- 1.1.9 Additional Requests For Clarification: Prospective Proposers may request that the School District clarify information contained in this RFP. All such requests or questions regarding this RFP must be received no later than noon, Thursday, March 19, 2009. Questions must be submitted via email to: flams2@troy.k12.mi.us, or to the attention of Frank E. Lams at 1140 Rankin, Troy, MI 48083 in writing, or via the purchasing office fax telephone 248.823.4077. No response will be made to oral questions. All questions and answers will be posted on the School District's website. It is the Proposer's responsibility to check the website prior to the RFP due date.
- 1.1.10 <u>Restrictions On Communication</u>: From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for Pre-Proposal Meeting/Facility Walk-Through, or additional Requests for Clarification in accordance with Paragraph 1.1.9 above.
- **1.1.11** <u>Addenda to the RFP</u>: If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an Addendum to all parties that submitted an Intent To Respond or attended the Mandatory Pre-Proposal Meeting. Addendum shall also be posted on the School District's purchasing website. All Addenda shall become a part of the RFP. Each Proposer must in its Proposal, to avoid any miscommunication, acknowledge all Addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of, any Addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
- **1.1.12** <u>**RFP/Proposal Information Controlling:**</u> The School District intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in this RFP, an Addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

It is the policy of the School District to not release Request For Proposals in a changeable format (i.e. Word or Excel files). Accordingly, neither this RFP nor subsequent Addenda, if any, nor any Responses to Questions will be released in other than hard copy or .pdf format.

- 1.1.13 Good Faith Deposit: Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Proposer's good faith on the part of the Proposer. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Troy School District." The School District shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required performance bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award of a Contact and execution of a Contract by the successful Contractor.
  - **1.1.14** <u>Finality of Decision</u>: Any decision made by the School District, including the Contractor selection, shall be final.
  - 1.1.15 <u>Reservation of Rights</u>: The School District reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposer sconcerning their Proposals. The School District may select one or more Firms to perform the Grounds Maintenance Services on behalf of the School District.
  - **1.1.16** <u>Release of Claims</u>: Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.
  - **1.1.17** <u>Proposer Bears Proposal Costs</u>: A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
  - **1.1.18** <u>Irrevocability of Proposals:</u> Proposers may withdraw their Proposal, if so desired, anytime before the date and time for receipt of Proposals. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the date and time for receipt of Proposals set forth above.

**1.1.19** <u>Collusive Bidding</u>: The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

#### 1.2 Objective of RFP

The objective of this RFP is to offer experienced professional Firms the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the Proposer's experience and expertise in assisting school districts of similar size and scope as the Troy School District with their Grounds Maintenance Services outsourcing process.

This Proposal specifically requests that all Proposers present their **<u>gualifications</u>** and **<u>experience</u>** in Grounds Maintenance Services management (please see Proposal Requirements and Proposal Format).

The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole discretion.

#### 1.3 Purpose

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified Firm to provide Grounds Maintenance Services, including a Central Warehouse Driver, to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the same quality of service currently being provided, safety and reliability. The School District may select one or more experienced and qualified Firms 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 Grounds Maintenance Services within the scope of this RFP. Past experience will also be judged by the references of each Proposer. A major portion of the negotiations will include the financial terms of the Contract. Proposers should be prepared to make a presentation to a committee of the School District, not to be more than one hour in length (time for questions and answers will be addressed within that one hour time period).

#### 1.4 <u>Term of Contract</u>

It is the intent of the School District to award a contract to one or more Contractor(s) for Grounds Maintenance Services for all School District Facilities. The Contract is expected to begin on July 1, 2009 for a period of three (3) years, with an option for the School District to extend the Contract by up to three (3) additional years on a year-to-year basis subject to approval by the School District's Board of Education, in its sole and absolute discretion. Nothing requires the School District to agree to extend the Grounds Maintenance Services Contract beyond the initial three (3) year term. As specified elsewhere in this RFP, the Contractor is required to provide a three (3) year price guarantee.

If the Contractor seeks to have the Contract extended beyond the initial term, the Contractor must provide the upcoming fiscal year's fee schedule at least one hundred twenty (120) days before the Contract anniversary date.

If conditions warrant, and if mutually agreeable between the School District and the present Contractor, the Contract may be temporarily extended for an additional ninety (90) days in order to provide Grounds Maintenance Services to the Facilities until a new contract is awarded. The Contract is for 12-months-per-year and requires Grounds Maintenance Services to be performed during school breaks and during the summer.

#### 1.5 <u>Selection Timeline</u>

#### The School District's anticipated timeline for its selection process is:

Issuance of this RFP	Monday, March 2, 2009
Mandatory Pre-Proposal Meeting and Facility Walk-Through <b>8:00 AM</b> at Troy School District Administration Building 4400 Livernois, Troy, Michigan 48098.	Friday, March 13, 2009
Deadline for written Intent To Respond	Tuesday, March 17, 2009
Deadline for written Requests For Clarifications	12:00 PM, Thursday, March 19, 2009
Deadline for Proposals	3:00 PM, Tuesday, April 14, 2009
Proposer interviews and presentations to the School District	Week of April 27, 2009
School District's consideration of Contract	Tuesday, May 19, 2009
Implementation of Contract	July 1, 2009

**<u>PLEASE NOTE</u>**: The School District reserves the right, in its sole discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

#### 1.6 <u>School District Profile</u>

This RFP contemplates and is intended to procure Grounds Maintenance Services under the form of Contract included in the RFP for Troy School District (the "School District"). The School District is located in the City of Troy, in the County of Oakland, Michigan. Please refer to the accompanying information for demographic profiles of the School District (Attachments A and B).

#### 1.7 <u>Proposal Requirements</u>

This outlines the information that must be provided by the Proposer 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 Section (Section 1.1) of the RFP for additional Proposal requirements.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Proposer's overall qualifications. Each Proposal shall also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP or the attached form of Contract or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP and Contract requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal. All Pricing factors must be clearly indicated in the Proposer's Proposal Form provided as part of its Proposal.

Each Proposer shall submit its Proposal for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Attached to this RFP is a form of Contract under which the Grounds Maintenance Services requested hereunder shall be provided by the successful Proposer (the "Contract") (See Attachment H to this RFP). The Contract contains details relative to the Grounds Maintenance Services for the School District, the terms and conditions under which the Grounds Maintenance Services shall be provided by the successful Proposer, and should be reviewed carefully by each Proposer prior to submitting a Proposal. Any exceptions to the terms and conditions contained in this RFP or the attached form of Contract or any other special considerations or conditions requested or required by the Proposer relative to the Contract shall be enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met or other special conditions or considerations.

#### 1.8 Proposal Format

- **1.8.1** Proposers must provide information, which will serve as an introduction of your company/Firm on business letterhead.
- **1.8.2** Proposers must provide background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison would be placed.
- **1.8.3** Exceptions, including explanations, to the RFP and/or the Contract.

- **1.8.4** Proposers must provide detailed evidence that they are currently providing Grounds Maintenance Services for other K-12 school districts. This should include school districts of similar size and scope as the Troy School District.
- **1.8.5** Describe any other similar public K-12 school districts in which your Firm has contracted to provide Grounds Maintenance Services.
- **1.8.6** Proposers must provide a Bid Bond in the amount equal to 5% of the 1<sup>st</sup> year total amount of the Contract.
- **1.8.7** Proposers shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Proposer must provide evidence of insurance in the amount of \$10,000,000.00.
- **1.8.8** Proposers shall provide documentation of sufficient financial resources to provide Grounds Maintenance Services for a School District of this size and complexity.
- **1.8.9** Proposers must fully describe, and provide evidence and scope of, their formalized inservice training and educational programs for all employees.
- **1.8.10** Proposers shall meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Michigan public school districts and Grounds Maintenance Services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.).
- **1.8.11** Proposer must describe any other resources to be provided by your Firm, not listed above, which would result in a safe and efficient Grounds Maintenance Services.
- **1.8.12** References Proposers must provide K-12 public school references, including contact name, address, phone number and scope of services.
- **1.8.13** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Proposer's Grounds Maintenance Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Proposer's Grounds Maintenance Services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Proposer has been a party providing any type of Grounds Maintenance services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Proposer's supplies, equipment and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.
- **1.8.14** Proposers must include with their Proposal an audited financial report for the three (3) most recent fiscal years.

- **1.8.15** Proposers must include a schedule indicating the wages and benefits to be offered to employees of Contractor.
- **1.8.16** Proposers must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP and the Contract.
- **1.8.17** Proposers must complete the Proposal Form provided herein.
- **1.8.18** Proposers must complete the Familial Disclosure Affidavit attached hereto as Attachment K and submit the same along with its Proposal.

#### 1.9 **Proof of Qualifications**

The School District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the School District as well as other sources.

#### 1.10 Employees

It must be understood that this RFP provides for the selection of a professional company/Firm to provide Grounds Maintenance Services. However, as noted above, the School District will maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District

Moreover, each Proposer shall understand that the School District's current groundskeepers work under an organized labor union agreement. Selected portions of the labor agreement(s) as it pertains to the affected employees is attached as part of the School District's operational information included within Attachment C sections 4 and 5 to this RFP.

#### 1.11 <u>Company's Responsibility</u>

All experienced and qualified Proposers are requested to submit a Proposal based on its experience and capabilities. The School District will select the Proposer(s), if any, deemed to serve the best interests of the School District to proceed with the negotiation process. The School District, in its sole discretion, reserves the right to request post-Proposal interviews from all, some or none of the Proposers.

#### 1.12 Oral Interview

The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Proposer's Proposal. In that case, the School District will notify the Proposer's contact name as listed in its Proposal. In accordance with the RFP selection timeline, interviews will be scheduled during the week of April 27, 2009.

#### 1.13 Evaluation of Proposals

Each Proposer submitting a Proposal should understand that the nature of the School District's Grounds Maintenance Services is so complex that each and every facet of the operation may not be detailed in this RFP. The Proposer must document their expertise, experience, and approach based on their grasp of School District's requirements. The mandatory Pre-Proposal meeting will give the Proposer an opportunity to ask the necessary questions regarding this RFP and the Grounds Maintenance Services. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- Management Capability as shown by detailed evidence of Proposer's expertise, experiences, and references.
- Business Stability checked through various sources as well as the Proposal.
- Human Resources Management as determined by references, and by checking other sources.
- **Cost** as indicated in the Proposal and through the negotiation process.
- Miscellaneous:
  - 1. Ability to meet all applicable federal and state wage and safety requirements
  - 2. Experience and past performance Presented documentation of grounds maintenance experience including at least five (5) years of experience of mowing a minimum of 300 acres per week, and at least 20 acres of plowed parking lots per day
  - 3. Experience providing grounds maintenance service in public and/or private school environments
  - 4. Experience helping public employers transition from in-house staff to privatized staff
  - 5. Project manager/account supervisor's qualifications and experience
  - 6. Project personnel Adequacy of staff in size, availability, and experience to perform the proposed Grounds Maintenance Services
  - 7. Proposer's attendance at Pre-Proposal Meeting and Facilities Walk-Through.
  - 8. Corporate support
  - 9. Cost control Previous record of meeting budgets and the proposed plan for controlling costs on projects.
  - 10. Full and proper completion of the Proposal Forms
  - 11. Guarantees Any cost savings guarantees provided for by the Proposal.
  - 12. Hazard Communication Program Documentation of a Hazard Communication Program (HCP) that includes but is not limited to, the following:
    - Blood-borne Pathogen Training Program
    - Employee Training Program
    - Personal Protection Equipment
    - Right-to-Know (and Material Safety Data Sheets)
    - Written Safety Program
  - 13. Quality of the oral presentation to the applicable committee
  - 14. Quantity and nature of exceptions to the RFP and Contract Specifications
  - 15. Submission of required alternates, if any
  - 16. Training program The education and training programs to be provided to staff.

- 17. Work history/performance as reported by references (names, addresses, and telephone numbers of principle parties)
- 18. Supplemental relevant information submitted by the Proposer
- 19. Any comments from the Proposer regarding information submitted as part of this RFP information.
- 20. Any other information the School District's proposal review team determines to be pertinent
- 21. First hand walk through evaluation of a current facility under contract with Proposer (the Proposers must provide School District with a list of sites that, at our choosing, we can visit and walk through for performance evaluation).

The School District will evaluate the Proposals, based on the above criteria as well as other methods. The School District will select the Proposer that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

#### 1.14 Form of Contract

This RFP contemplates and is intended to provide Grounds Maintenance Services under the form of Contract included in this RFP in **Attachment H**.

#### II. GENERAL PROVISIONS

#### 2.1 <u>Contract Duration and Characteristics</u>

- 2.1.1 <u>Term</u>: This is a Request For Proposal only. Proposals will be treated as offers to enter into a Contract with the School District. The award of a Contract by the School District shall constitute a Contract, subject to the execution of a formal written Contract to the satisfaction of the School District, which Contract shall incorporate this RFP and the successful Proposer's Proposal. The final Contract shall be subject to the review and approval by the School Districts' legal counsel. Notwithstanding the above, the School District shall have the right to make all final determinations regarding the final form of Contract. The Grounds Maintenance Services shall commence July 1, 2009.
- **2.1.2** <u>Renewal Provisions</u>: The School District intends to award a Contract to the successful Contractor as a result of this RFP for a term of three (3) years with each School District having the option to renew its Contract, on a yearly basis, for up to three (3) additional years, upon the successful annual review of Contractor's performance at the sole and absolute option of the Board of Education of the School District.
- **2.1.3** <u>Cost Indexing</u>: Compensation for the Grounds Maintenance Services described in this RFP MUST is fixed for years one (1), two (2) and three (3) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene bi-annually with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

Any extensions shall be negotiated by the parties. Notwithstanding the foregoing, compensation for each renewal term of the Contract shall be adjusted by the percentage increase or decrease, if any, between the index number, as established by the Consumer Price Index, All Items, for the Detroit Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. Any such increase, however, shall not exceed three percent (3%) in any subsequent year of the said Contract.

#### 2.2 DISTRICT-CONTRACTOR COMMUNICATIONS

The Contractor shall designate a liaison to be available to communicate with the School District at all times.

#### 2.3 DEFINITIONS OF THIS RFP AND SUBSEQUENT CONTRACT:

- "<u>Contract</u>" "Contract" means the negotiated contract resulting from the School District's acceptance of the Contractor's Proposal, to the satisfaction of the School district, which incorporates this RFP and the Contractor's Proposal.
- "<u>Contractor</u>" "Contractor" shall mean the Grounds Maintenance Services Firm(s) awarded a Contract to provide Grounds Maintenance Services for the

School District in accordance with this RFP and the successful Proposer's Proposal.

- "<u>Grounds Maintenance Services</u>" All labor necessary to perform the grounds services (i.e., turf management, field mowing, tree trimming, concession stand restroom cleaning, stadium cleaning, warehouse deliveries and snow removal) and/or minor repair services (i.e., replace traffic signage, change parking lot lights, etc.) and/or other specified services to be provided in accordance with the requirements set forth in this RFP for the School District at all of its Facilities.
- "Proposal" "Proposal" means a response to the RFP submitted by a Proposer.
- "<u>Proposer</u>" "Proposer" means any Grounds Maintenance Services Firm submitting a Proposal to the School District by the specified due date in accordance with this RFP.

#### 2.4 <u>General Conditions</u>

- **2.4.1** Within fourteen (14) days after receiving formal notification that the successful Contractor was awarded the Contract, the Contractor shall furnish the following to the School District:
  - 2.4.1.1 Performance Bond: A Performance Bond in the full amount of the first year's total cost of the Contract, by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of Michigan and must be approved by the School District. All sureties providing bonds on this project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less principal, and by a surety that is licensed in the State of Michigan. The form AIA Document A312 (1984 Edition) must be used for this project. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Section, the Contractor must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. New Performance Bonds must be submitted annually to the School District unless the School District, in writing to the Contractor, opts to waive this requirement in accordance with Section 2.4.1.3 below. However, in the event that the School District deems the Contractor a limited risk, the School District may, in its sole and uncontrolled discretion, agree to not require the Contractor to provide the Performance Bond required hereunder. In that event, the School District shall receive a credit in each year where such bond is not required in the amount of the cost of said Performance Bond. The Proposer shall indicate in their Proposal the annual credit which the District would be entitled if the District chooses, in its sole discretion, to waive the requirement of a Performance Bond. The decision to require the Performance Bond rests in the sole discretion of the School District.

- **2.4.1.2** <u>Insurance Certificates</u>: An Insurance Certificate evidencing all insurance coverage required by the General Conditions of this RFP.
- 2.4.1.3 <u>Failure To Provide Bonds and Insurance</u>: If the Contractor refuses or fails to submit the Performance Bond and/or Insurance Certificates within the 14-day period, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the work may be awarded to another Contractor who submitted a Proposal in response to this RFP.
- 2.4.2 Federal, State and Local Law Compliance, and School District Policies: The Contractor shall comply with any and all laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the Grounds Maintenance Services anticipated in this RFP including, but not limited to, pesticide applicator license, pool operator license, chauffeurs license, driver's licenses, etc. The Contractor, including its employees and agents, shall be responsible for knowing the School Districts' policies concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to providing the Grounds Maintenance Services anticipated in this RFP. The Contractor shall in the performance of such Grounds Maintenance Services pursuant to this RFP, its Proposal and the Contract, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply.
- **2.4.3 Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.
- **2.4.4** <u>**Taxes**</u>: Contractor is responsible for sales taxes and any other applicable taxes related to the Grounds Maintenance Services provided under the Contract.
- 2.4.5 <u>Repairs to Property Damage</u>: Damage to any School District Facilities or properties caused by the Contractor, its agents or employees shall be repaired so that Facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.
- **2.4.6 OSHA Compliance**: All services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and

federal requirements, including, but not limited to, the Occupational Safety and Health Act.

**2.4.7 Insurance Requirements:** The Contractor shall maintain the following insurance in force at all times during the term of the Contract, with an "A" rated Best insurance carrier acceptable to the School District. Each School District shall be named as additional insured for the minimum limits listed below.

Policy	Minimum Limits
(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
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single	\$10,000,000 each occurrence
Limit Bodily Injury and/or Property Damage	\$10,000,000 aggregate
(e) Employer's Liability	\$500,000 each occurrence

Note: Comprehensive Liability to include, but not limited to:

i) Contractual obligations.

The insurance carrier must notify the School District and the Contractor thirty 30 days prior to the expiration, termination or material change of such insurance coverage.

These coverages 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 insurances stated in these requirements, all insurances have been reviewed and approved by the School District and the Certificates of Insurance have been provided to the School District.

#### 2.4.8 Indemnification:

- 2.4.8.1 Contractor shall indemnify, defend and hold harmless the School District, its Board and its Board Members in their official and individual capacities, its employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of its services pursuant to the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, agents and subcontractors; (ii) any breach of the terms of this Agreement by the Contractor; (iii) any violation of applicable state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Grounds Maintenance Services; or (iv) any breach of any representation or warranty by the Contractor under the Contract. The Contractor shall notify the School District 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.
- **2.4.8.2** Throughout the Initial Term, or any Renewal Term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District Facility in violation of any applicable law or regulation. Without limiting any other provisions of the RFP specifications or the Contract, Contractor shall indemnify, defend and hold harmless the School District from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Grounds Maintenance Services in or about any School District Facility or property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as

of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of the Contract.

- 2.4.9 <u>Contract Assignment or Sub-Contract</u>: The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Contractor without the prior written consent of the School District.
- **2.4.10** Independent Contractor: It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of its duties under the Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.
- 2.4.11 <u>Relationship Between Parties</u>: Contractor is retained and engaged by the School District only for the purposes and to the extent set forth herein. Contractor shall not be considered an employee of the School District, nor is Contractor entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in the Contract shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of its services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of the Contract on behalf of Contractor.
- **2.4.12** Force Majeure: In the event Contractor is unable to provide Grounds Maintenance Services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo,

governmental action or any condition or cause beyond the Contractor's control, the District shall excuse the Contractor from performance under this Contract.

The District shall have the right to take over the Grounds Maintenance Services if the Contractor is prevented from operating for the reasons described above, and may provide such Grounds Maintenance Services with school employees or other persons, as the District may deem appropriate until Contractor is able to resume its regular operations and the School District shall receive a credit from Contractor for the days the Contractor failed to provide such Grounds Maintenance Services on a pro-rata basis.

Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Grounds Maintenance Services. If the Contractor does not procure such replacement personnel, the District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract.

A change in market conditions does not constitute force majeure.

#### 2.5 Nondiscrimination

**2.5.1** <u>Nondiscrimination in Employment</u>: 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.

#### 2.6 <u>Termination</u>

- **2.6.1** <u>Termination For Cause</u>: In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in the Contract, all requirements contained in the RFP and the Contractor's Proposal, whether it be performed by the Contractor, its agents or employee, the School District shall have the right to give written notice to Contractor of such failure. If such failure, is not cured to the School District's satisfaction within ten (10) business days from the time of receipt of such notice the School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.
- **2.6.2** <u>Termination for Convenience</u>: Notwithstanding Section 2.6.1, the Contract may be terminated by the School District without cause upon six (6) months advance written notice to Contractor. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

#### III. BACKGROUND INFORMATION ON THE SCHOOL DISTRICT

The following information is a summary of the **Troy School District's** current Grounds Maintenance service programs. As a starting point, Proposers are to base their cost projections on duplicating this service within the requirements of the RFP. Going forward, the awarded Contractor is expected to use their expertise to further optimize the current operations and improve services.

The following attachments are provided as exhibits to assist the Proposer in formulating their Proposal. Unless specifically agreed to in writing, Proposer is expected to meet or exceed all duties outlined in Attachment D below.

#### Attachment A - Buildings

Sec 1 – Building Locations & Acreage

Sec 2 – District Map

Sec 3 – Aerial View of School District Facilities

#### Attachment B - Service Hours & Events

Sec 1 – School Bell Times

Sec 2 – Student Calendars

Sec 3 – Scheduled Field Usage 2008-09

#### Attachment C - Staffing Information

- Sec 1 Grounds Reporting Flowchart
- Sec 2 Current Assignments
- Sec 3 Job Descriptions
- Sec 4 TESPA Salary Schedule
- Sec 5 TESPA Benefits

#### **Attachment D - Required Duties**

- Sec 1 Grounds Operational Guidelines
- Sec 2 Snow & Ice Removal Guidelines
- Sec 3 Warehouse Operational Guidelines
- Sec 4 MRSA/Pandemic/Influenza Sanitizing Procedures
- Sec 5 Graffiti Protocol

#### Attachment E - Equipment

- Sec 1 Vehicles & Accessories
- Sec 2 Tools

#### **Attachment F - Board of Education Policies**

- Sec 1 Drug Free Workplace
- Sec 2 Drug & Alcohol Testing
- Sec 3 Sexual Harassment
- Sec 4 Maintenance of School Property
- Sec 5 Use of School Buildings and Facilities
- Sec 6 Facility and Grounds Standards

#### Attachment G - Grounds Budget

#### IV. CONTRACTOR'S OBLIGATIONS

#### 4.1 <u>Proposer's Requirements</u>

- **4.1.1** The Proposer's Firm must have been in business for at least the past five years.
- **4.1.2** The Proposer must demonstrate the ability to secure the necessary quantity(s) and quality of manpower to perform the Grounds Maintenance Services within the timeline provided for herein.
- **4.1.3** The Proposer must demonstrate the necessary organizational abilities needed to successfully implement the transition from our current service to the new Grounds Maintenance Services operation within the proposed time line provided for herein.
- **4.1.4** The Proposer must currently mow at least 300 acres of field weekly and plow at least 20 acres of parking lots daily and provide satisfactory evidence that it can perform the Grounds Maintenance Services specified in this RFP.
- **4.1.5** The Proposer must have the human and financial resources necessary to perform the Grounds Maintenance Services.

#### 4.2 <u>School Safety Initiative Legislation</u>.

The Contractor and all of its employees and agents providing Grounds Maintenance Services for the School District shall meet 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 School 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 will be on any School District Facility or property to carry out the Grounds Maintenance Services contemplated by the RFP specifications and the Contract, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under the Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or provide written notification to the School District that 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 school district, intermediate school district, public school academy or nonpublic 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 Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time 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 School District that it will at all times during the Initial Term or any Renewal Term of the Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the School District within 3 business days of when any of its agents, employees or representatives who will be on the School District's Facilities or property to carry out the Grounds Maintenance Services contemplated by the RFP specifications and the Contract, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if

that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School 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 attorneys 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 School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

#### 4.3 Familial Disclosure.

All Proposals must be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the owner and/or any employee of the Proposer and any member of the School District's Board of Education or the superintendent of the School District. Any Proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by the School District. The Affidavit of Bidder Familial Relationship Form is attached to this RFP as **Attachment K**.

#### 4.4 <u>Debarment</u>

Submission of a signed Proposal in response to this RFP is certification that your Firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the School District will be notified of any change in this status.

### V. <u>CONTRACT SPECIFICATIONS.</u>

#### 5.1 Absenteeism

Employee absenteeism can significantly and adversely affect the quality of services received by the School District. The Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the School District is adequately staffed in the event of illness or injury.

The Contractor is required to inform the School District's designee when there will be a change of employees for absence purposes.

If the Contractor's supervisor/project manager is unavailable under the Contract for any substantial period of time (i.e., more than three consecutive work days), the Contractor shall immediately inform the School District's designee of the absence, the reason for the absence, and how the Contractor will ensure completion of the supervisor's/project manager's work.

The School District reserves the right to audit payroll records and/or time cards of the Contractor and its employees.

#### 5.2 <u>Employee Compensation</u>

Contractors shall provide hourly pay rates (or pay rate ranges) and a list of benefits offered to all employees that would be placed to work in the School District.

#### 5.3 <u>Employee Expectations</u>

All of Contractor's employees are to present themselves in an appropriate manner and attire consistent with the School District's Board policies and the School District's administrative guidelines. The School District reserves the right to seek removal of any employee of the Contractor whose moral conduct, behavior, health habits or appearance are unsatisfactory. Such employee will be removed as soon as possible upon being brought to the Contractor's attention. The School District's decision shall be final. The School District agrees not to use this right arbitrarily or capriciously.

All of the Contractor's employees assigned to the School District must meet the following requirements:

They must be...

- Able to read, write, and speak English fluently, and to use courteous language.
- Able to inspect, see, and report maintenance needs to the Contractor's supervisor/project manager and/or to the School District's designee.
- Able to interact positively and appropriately with students, school employees, and the public.
- Able to productively work with minimal supervision.
- Able to handle special duties or situations as they arise.
- Competent persons who are well trained in the area of work assigned.
- Cooperative with School District staff and with other Contractors' employees.

- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of; using, distributing, or dispensing of any controlled substance, including alcohol, while on School District property.
- 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 School District staff to determine which of the Contractor's staff is in each Facility 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 Grounds Maintenance Facilities to stand open and unattended
- Congregate or have food/drink in unauthorized areas
- Copy, distribute or loan any key to School District Facilities
- Disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District or its employees
- Leave Grounds Maintenance Vehicles and/or equipment unattended (for safety, security, and aesthetic reasons)
- 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 School District equipment (i.e.: telephones, computers, copiers, TV's, VCR's) that is not required to perform duties as detailed in this RFP or Contract
- Smoke or use any tobacco products on School District property
- Use or remove any School District owned equipment or supplies outside of Troy School
   District owned Facilities
- Transport any School District owned equipment or supplies to another School District owned Facility without prior express permission from District's designee

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 School District's designee.

#### 5.4 Employee Personnel Files

The Contractor awarded the Contract will be required to provide the School District's Human Resources Department with a copy of the employees' files for all of the Contractor's regular employees assigned to the School District. This requirement is primarily intended to ensure that all required employee background checks have been completed, and to provide results of training and drug testing.

Some examples of required documents are as follows:

- Application
- Drug screening results
- I-9 form along with a copy of the employee's driver's license and Social Security Card
- Results of FBI and state police record checks
- Proof of initial and follow-up training

As is the case with the School Districts' own employee personnel files, this information will be held in the strictest confidence.

#### 5.5 <u>Employee Selection</u>

All of Contractor's employees will be required to have a criminal background check prior to working on at any Facility of the School District. The School District's designee will be the final authority as to whether such employee may provide services to the School District based upon the results of such background check. The School District reserves the right to interview all Grounds Maintenance candidates before placement in our Facilities.

The Contractor shall, at a minimum, perform the following pre-employment screening procedures before recommending the placement of all regular and substitute employees in School District Facilities:

- Employee background and reference checks
- Drug and Alcohol testing as approved by the School District
- FBI and State Police record checks Any felony convictions will disqualify personnel from placement in District.

All applicants being considered for employment must meet the criteria set forth by the United States Department of Immigration and Naturalization.

#### 5.6 <u>Employee Placement</u>

The Contractor shall supply the School District a list of all employees assigned to each Facility and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated.

The Contractor must inform the School District designee and the building principal at least 48 hours before new employees are placed in any school/Facility in the School District. Notification to the School District's designee shall include the name, current address and former employer information of the proposed employee. The School District reserves the right to perform independent background checks on all of the Contractor's employees consistent with applicable laws.

#### 5.7 <u>Sexual Harassment</u>

The School District is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The School District has a legal and ethical responsibility to ensure that all students and staff can learn and work in an environment free of sexual harassment.

Consistent with state and federal laws, this right to freedom from sexual harassment has been defined in School District policy by the Board of Education. Failure to comply with this policy could result in termination of the Contract without advanced notice. Further information regarding this policy is available.

#### 5.8 <u>Smoking</u>

The School District prohibits the use of tobacco in school buildings or on school grounds. This prohibition applies to all contractors and workers on school grounds and to all forms of tobacco products. The Contractor shall be responsible for the implementation and enforcement of this requirement.

#### 5.9 <u>Staffing Requirements</u>

- **5.9.1** <u>General Information</u>: The Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the Grounds Maintenance Services to be performed under the Contract. The Contractor shall perform the services set forth in the Contract at time periods as approved by the School District's designee. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.
- **5.9.2** <u>Staffing Levels</u>: A detailed work schedule of the School District's current Grounds Maintenance operation, by position, is included in <u>Attachment C section 2</u>. This personnel information is provided for the purposes of detailing the School District's current operations. These are not requirements as to how the Contractor must staff its operations.

Regardless of the minimum specified hours, it is the Contractor's responsibility to maintain the standard of Facility maintenance specified in this RFP and the Contract by adhering to the guidelines attached to this RFP. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the requirements are met and that each Facility is effectively groomed and all other duties are performed on a daily basis.

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the School District.

The Contractor shall consider all current School District personnel who are interested in employment with the Contractor, but the Contractor shall be free to hire those individuals which it deems to be best qualified, in its sole discretion.

**5.9.3** <u>Weekend Extra Curricular, Sports, and Facility Rental Activities</u>: Scheduled use of the Facilities on the weekend may occur. This is relatively common for the high school Facilities. The Contractor will be responsible to open and prepare the Facilities (concession stand restrooms and stadiums) for scheduled use on a Saturday or Sunday. These scheduled events may be related to School District rental agreements, sporting events or administrative and staff needs.

Periodic special events will require the Contractor to modify the grounds schedule to accomplish set up and breakdown of those special events (end of year picnic, home football game, etc.). The Contractor may choose to schedule support clean up on the day after the event if the delaying of the clean up does not detract or interfere with the overall look or environment of the school facility.

**5.9.4** <u>After School and Weekend Activities</u>: Services provided for activities that are billable beyond the regular base Contract must be approved in advance by the School District's designee. Itemized bills should include the date of the service, hours worked, the employees who worked and who approved the service. Such billing must be submitted under separate invoices but at the same time as the base Contract invoice for the month within which the service was provided.

The Contractor's employees are to be scheduled in such a way that:

- 1. In the elementary schools, any exterior space, used for an after-school activity, shall be cleaned after the end of that activity, provided it ends by 3:00 p.m.
- 2. In the Middle School and the High School, any exterior space including concession stands, 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 prepared and set-up at the scheduled times, and efforts are made to ensure that the routine grooming of the remainder of the Facility does not interfere with the scheduled activity.

The Contractor will make every effort to provide clean parking lots and playfields for each school day to begin.

The Contractor will be responsible for Grounds Maintenance Services, including field mowing and parking lot plowing. The School District will provide, separate from the services contemplated within this RFP, upkeep of grass areas and weed beds directly adjacent to the buildings. These services will include edge trimming, small bush & tree pruning, weed whipping, leaf & debris removal.

The Contractor will sometimes be required to provide extra or special coverage on Saturdays and/or Sundays with very short notice. The hourly rate for this service will be requested on the Proposal Form. The Contractor may invoice the School District at the agreed upon rates for this extra work.

The School District would entertain creative staff schedules to include Saturday and Sunday hours at all locations in order to staff the events without the use of overtime.

**5.9.5** <u>Schedule Changes</u>: The School District reserves the right to change any and all of the Grounds Maintenance Services schedules with advance notice to the Contractor.

The Contractor shall notify the School District immediately of conditions, which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify the School District's designee in advance of any condition or situation, which will affect the performance of the work under the Contract. In either case, the Contractor shall communicate how the affected work will be rescheduled.

**5.9.6** Scheduled Breaks and Summer Cleaning: Scheduled breaks and summer field work shall be coordinated with the School District's 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.

**5.9.7 Two Schedules:** The School District has two Grounds Maintenance work schedules, one for during-school periods, and one for break periods (i.e., winter break, mid-winter break, spring vacation, and summer vacation). <u>Attachment B</u> includes only the "during school" work schedules. During break periods, including the summer (mid-June to Labor Day weekend), the School District's designee and the Contractor shall jointly agree upon an appropriate schedule of mowing, snow removal and/or other duties. Refer to Attachment C for current regular work shifts.

#### 5.10 Substitute Scheduling

The Contractor will recruit, background check, employ, train, pay, and supervise all substitute groundskeepers for the Contract.

#### 5.11 <u>Supervisor/Project Manager</u>

The Contractor shall consider providing competent and sufficient supervision as necessary to satisfy the specifications and requirements and of this Request For Proposal and Contract.

The Contractor shall provide the School District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times. In addition, the Contractor will provide any Contract supervisor/project manager assigned to the School District with a cell phone.

A resume for the supervisor/project manager must be provided as part of the Proposal. All key personnel assigned by the Contractor are subject to concurrence of the School District's designee.

Once assigned to work under the Contract, the Contractor shall not remove or replace the supervisor/project manager without written concurrence of the School District's designee.

The supervisor/project manager will be required to answer each call from the School District's designee within thirty (30) minutes of the time the call is placed. Failure to answer the call/page within thirty (30) minutes will be considered non-compliance and will be assessed a penalty as provided for in the "Deductions and Penalties" section of this RFP.

The supervisor(s)/project manager(s):

- must be able to fluently communicate in English,
- must be able to use a computer for minor tasks, be able to access and use the School District's computerized work order and facility scheduling system and use e-mail for communication
- can be a working supervisor,
- must be authorized by the Contractor to act as the Contractor's agent in all communications with the School District's designee,
- must have experience supervising grounds and maintenance staff
- is to have full authority from the Contractor to schedule working hours, groundskeeper's assignments, and mowing/snow plowing procedures,
- shall cooperate fully with School District administrators, and
- shall be available for inspection of the Facilities at times other than during working hours when requested

If requested by the Contractor, the School District will provide office space for the Contract supervisor/project manager, at a location specified by the School District.

#### 5.12 <u>Training Requirements</u>

The School District maintains that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective Grounds Maintenance Services. The Contractor is to have, in-place, an on-going, effective and documented training program that consists of two parts, each of which provides all local, state and federally mandated training and contains, at a minimum:

#### 5.12.1 Orientation program before placement in the School District:

Asbestos Hazard Emergency Response Act (AHERA)		
Infection Control	Recycling Program Review	
	Ladder/lift Safety	
Basic General Cleaning Procedures	Personal Grooming	
Blood-borne Pathogens	Right-to-Know including Material	
	Safety Data Sheets (MSDS)	
Handbook Review	Safety	
Turf Management	Sexual Harassment	
Lock-out/Tag-out Procedures		
Methicillin-resistant Staphylococcus aureus (MSRA) Sanitizing		

The Contractor shall provide written documentation of Contractor employees who have attended such a program, including date and time, to the School District's designee within 30 days after the hire date of the employee.

#### 5.12.2 Ongoing training program after placement in the School District:

The Contractor will provide at least sixteen (16) hours of job-related training per year to each employee. Recommended topics are as follows:

- ADA Basic Restroom Cleaning Blood-borne Pathogen Chemical Safety Cleaning Standards Confined Spaces Dust Mopping L **Equipment Checks** Equipment Usage Ergonomics Handbook Review Hazardous Substances (MSDS) Infection Control Job Preparation and Clean up Ladder Safety
- Lifting Techniques Lock-out/Tag-out Procedures Material Safety Data Sheets Office Cleaning Personal Grooming Restroom Cleaning Right to Know Safety Sexual Harassment Slips/Trips/Falls Spray Cleaning Hard Surfaces Team Building Transportation Safety (for driver) Window Washing

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 School District's designee with training logs and, if requested, training verification.

#### 5.13 Uniforms and Identification

The Contractor will provide, and all of the Contractor's employees are required to wear uniforms, approved by the School District on all work days. Logo's and names on uniform shirts will be required. Uniforms will be provided by the Contractor and must be worn by all regular and substitute employees while working in the School District's Facilities and on the School District's grounds. The uniforms must be kept neat and clean looking to provide a professional appearance at all times.

The uniforms must be as follows:

- Collared shirts are required for men and women. The shirts may be short sleeve or long sleeve. Shirt colors and styles should be the same for all employees.
- Pants are required, and should also be the same (or coordinating) color and style for all employees.
- Knee length shorts may be permitted ONLY during summer break period.
- Heavy Duty Work boots are required.
- Tee-shirts are not considered acceptable by the School District.

In addition to uniforms, all Contractor personnel are also required to wear a Contractor issued ID badge, approved by the School District. The ID badge is to be clearly visible, while performing work at the School District. ID badges are to be worn above the waist.

## VI. <u>GROUNDS MAINTENANCE SERVICES</u>

#### 6.1 <u>Asbestos</u>

Like many older schools, the School District's Facilities include some asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls.

Each Facility has, and the School District's designee has, a copy of the School District's asbestos management plan for each school. These are available for public inspection.

All of the Contractor's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the Facilities to which they are assigned. Some of the asbestos management restrictions are as follows:

- Do not remove or otherwise disturb asbestos wrapped pipes
- Do not grind or remove asbestos containing floor tile.
- Do not disturb asbestos containing ceiling tile.
- Do not remove chalkboards without the School District's designee's pre-approval, for some of these have asbestos glue.
- Do not disturb any other asbestos.

#### 6.2 <u>Billing/Payments</u>

**6.2.1** <u>Billing</u>: Grounds Maintenance Services are to be billed in equal installments as agreed upon by both parties prior to signing of the Contract.

Invoices must itemize charges for labor, equipment, if any, and supplies, if any, for each Facility.

Invoices shall be submitted to: <u>Troy School District, Accounts Payable, 4400 Livernois,</u> <u>Troy, Michigan, 48098</u>

- **6.2.2** Payments: Payment will be made after Contractor's submittal of invoice. One check will be issued per month. Payment of undisputed amounts in each invoice shall be made within 30 days of receipt of the invoice. Disputes regarding amounts contained in any invoice will be communicated to the Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date.
- **6.2.3** <u>Additional Charges:</u> Any work outside the scope of this Request For Proposal must be approved in advance by the School District's designee.

Invoices for additional work must include the date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized School District person who approved the work to be performed. They are to be sent directly to the established billing address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

#### 6.3 Facility Alarm Codes

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

#### 6.4 Facility Opening and Closing

Exterior doors are to be unlocked and locked at the times specified by the School District's designee.

The Contractor is responsible for the security of the Facility (specifically storage sheds, concession stands, press boxes and the main Grounds Storage Building) during the cleaning operation. The Contractor shall secure the Facility at the end of each shift and (if applicable) set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows).

Storage shed, concession stand and other doors are to be unlocked or opened only during the time that work is actually being done and all are to be relocked as soon as the service has been completed. For the safety of students and the public at large, all storage, concession stand, press box and Grounds Maintenance building doors are to be kept shut and locked when not in use.

If the Contractor fails to properly secure any Facility, a non-compliance penalty as provided in the "Deductions and Penalties" section of this RFP shall be applied and shall be deducted from the next month's payment.

#### 6.5 <u>Required Duties</u>

Please refer to Attachment D to this RFP for required duties and protocols.

#### 6.6 <u>Communication</u>

- **6.6.1** <u>Work Orders</u>: Contractor's employees will be required to access the School District's Express Maintenance work order system to send and receive maintenance type work orders which may require action by Contractor's employees.
- **6.6.2** <u>Communication with Principals</u>: To ensure customer satisfaction, the Contractor's employees will be required to maintain regular, open communication with the building administrator.

#### 6.7 <u>Contractor Protection Clause</u>

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.

#### 6.8 <u>School District's Designee</u>

The School District's "designee" referred to throughout this RFP shall refer to the Director of Operations or his/her designee. The School District's Superintendent is authorized to modify this designation at any time upon written notification to the Contractor.

#### 6.9 <u>Emergency Contacts</u>

Communication is critical when maintaining multiple Facilities. The Contractor will be responsible to provide the School District's designee with an emergency contact person and telephone number for each set of Facility employees.

If the need arises for the School District's 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 School District will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all School District Facilities.

#### 6.10 <u>Emergency Service</u>

The Contractor agrees to respond to any emergency requests for clean ups made necessary by rain, plumbing failure, leaks, or accidents; 24 hours per day, 7 days per week, 365 days per year. Hourly pricing for this after-hours, emergency service will be requested on the Proposal Form.

Any additional services of this nature must be pre-approved by the School 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.

#### 6.11 <u>Energy Conservation</u>

Every effort shall be made to conserve energy whenever possible throughout the work schedule. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating.

#### 6.12 Government Regulations and School District Policies

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

- Asbestos Hazard Emergency Response Act (AHERA) regulations
- All other applicable federal, state, and local laws, codes, and regulations
- All applicable School District Board policies and administrative guidelines

#### 6.13 <u>Hazardous Substances</u>

The Contractor will ensure that any Hazardous Substances will be properly labeled and delivered or used in a way that does not violate state or federal laws.

#### 6.14 <u>Holidays</u>

The School District is closed on, and the Contractor is not required to provide Grounds Maintenance Services on the following holidays; however, work crews are to be scheduled in such a way as to ensure that all Facilities are clean and ready to open the next business day:

New Years Day Good Friday Memorial Day Independence Day Labor Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Christmas Day New Years Eve

The School District reserves the right to require some work on any and all of these holidays. If such work is requested by the School District's designee, the Contractor may bill the School District for this work at the hourly rate quoted on the Proposal Form.

#### 6.15 Holiday Breaks

The Contractor will be required to provide Grounds Maintenance Services in all School District Facilities during all break periods.

#### 6.16 Keys

Keys to the Facilities will be supplied by the School District. All keys will be issued to, and must be signed out by, the Contractor's supervisor/project manager.

- 6.16.1 <u>Initial Furnishing of Keys</u>: The School District will provide the Contractor's supervisor/project manager with appropriate keys for all Facilities.
- **6.16.2** <u>Copying of Keys</u>: At no time shall copies be made of any keys issued. If additional copies are needed, the Contractor must obtain keys from the <u>Director of Operations</u>.
- **6.16.3** <u>Key Replacement:</u> There will be a \$50.00 charge for the replacement of any lost or stolen key and a \$25.00 charge to re-issue entrance keys to a new supervisor/project manager.
- **6.16.4** <u>Key Inventory:</u> The School District reserves the right to inventory the Contractor's keys at any time.

- **6.16.5** <u>Lost Keys:</u> All lost keys assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys), must be reported, via the School District's lost key report form, to the School District's designee within 24 hours of discovery of the loss.
- **6.16.6** <u>Re-keying of Locks</u>: If the School District deems it necessary to re-key any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment.
- **6.16.7** <u>Security of Keys</u>: The Contractor is prohibited from lending School District keys to anyone. The Contractor and its employees are also prohibited from leaving key rings in janitor closets or from lying on Grounds Maintenance carts, or otherwise out of their possession. Each instance of School District-observed noncompliance will result in non-compliance penalty of \$50.
- **6.16.8** <u>Termination of Contract</u>: All keys assigned to a Contractor's employee shall be returned to the School District's designee when his/her services in the assigned Facility end.

All keys shall be returned to the School District's designee at the termination of the Contract.

**6.16.9** <u>**Trading of Keys**</u>: Keys shall not be traded between employees nor forwarded to new employees; instead, the keys must be returned to the School District to be re-issued.

#### 6.17 <u>Maintenance Work</u>

Contractor will be required to occasionally perform minor maintenance tasks as needed. These tasks can typically be performed with a hammer, screw-driver (manual and powered), drill, pliers, adjustable wrench or other tools as necessary. Refer to Attachment D for specific examples of these duties.

#### 6.18 <u>Manufacturers' Recommendations</u>

The Contractor shall ensure that all applicable equipment manufacturers' recommendations on usage and maintenance are followed. Contractor shall also ensure compliance with manufacturers' recommendations for usage of all chemicals, materials and supplies.

#### 6.19 <u>Prices</u>

The prices proposed by the Contractor on the Proposal Form shall include all charges for labor, insurance, taxes, overhead, profit, and other applicable costs. The prices in the Contractor's Proposal must be based on the RFP and Contract Specifications.

The School District may periodically request the Contractor to perform work that is not specified in this RFP or in the Contract. Any such work will be classified as extra work and will be billed according to the rate specified in the Proposal Form. Any additional work for which additional charges will be billed to the School District must be pre-approved in writing by the School District's designee.

6.19.1 <u>Price Increases</u>: The prices proposed by the Contractor shall remain firm for the first three (3) years of the Contract. If the Contract is extended beyond three (3) years, the Contractor agrees not to increase labor at a rate that is higher than the change in the Consumers Price Index – All Items for the Detroit Metropolitan Area Consumers published by the United States Department of Labor, Bureau of Labor Statistics (any such increase, however shall not exceed three (3%) percent in any subsequent year of the Contract):

The School District will not consider any price increases during the Term of the Contract (excluding extensions), unless one or more of the following occur:

- The School District requests a change in the scope of the project, the cost of which exceeds five percent (5%) of the total Contract price
- When the School District significantly increases the mowing or snow plowing frequency requirements

If this occurs, the Contractor will have the option to negotiate the amount necessary to cover the increased payroll costs.

The Contractor shall notify the School District in writing at least sixty (60) calendar days before any price increase is to start.

**6.19.2** <u>Price Reductions</u>: If the School District reduces the scope of the Grounds Maintenance Services by more than 10 acres (mowing) or 2 acres (snow plowing) School District-wide during the Contract Term, the Contract price shall be reduced proportionally. Additionally, the School 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.

#### 6.20 <u>Quality Control/Inspections</u>

The Contractor's supervisor/project manager, the School District's designee and other personnel as deemed appropriate by the School District's designee will perform periodic inspections of each Facility to: (1) ensure tasks are completed according to the Grounds Operational Guidelines (Attachment D), (2) ensure that the quality of Grounds Maintenance Services is satisfactory, and (3) to ensure the Contractor's compliance with other terms of the Contract.

An inspection of all Facilities will be conducted prior to the start of each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year. This requirement is not intended to limit the Contractor's responsibility to inspect or control his own work, nor does it limit the School District's right to inspect any Facility at any time.

Inspections are to be conducted with the School District's designee and other personnel as deemed appropriate by the School District's designee. The Contractor's supervisor(s)/project manager(s) will use the required inspection forms or pre- printed forms mutually agreed upon

between the School District and the Contractor. Upon completion of each inspection, the Contractor will provide a copy of the inspection form to the School District administrator(s) present during the inspection before leaving the Facility.

Failure to complete any required inspections (and failure to re-schedule and complete the inspection within three business days) will result in the issuance of a non-inspection penalty as provided for in the "Deductions and Penalties" section of this RFP.

Additional inspections may be requested at the discretion of the School District's designee. Prior notification of inspections may or may not be furnished to the Contractor.

The School District's Superintendent, the School District's designee, and the building administrator may also periodically inspect the Facilities and may report any deficiencies and all unsatisfactory performance to the Contractor. The Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the School District designee's opinion, to correct unsatisfactory performance to conduct school activities in a clean and safe environment, all costs incurred by the School District to correct the deficiencies will be deducted from the monthly payment to the Contractor.

#### 6.21 <u>Record Keeping Requirements</u>

**6.21.1** <u>MIOSHA</u>: Before bringing any new chemicals onsite, the Contractor must provide one copy of the Material Safety Data Sheets (MSDS) to the School District's designee.

The Contractor must maintain a complete and up-to-date inventory of MSDS for all chemicals used in each Facility. This inventory must be stored in two duplicate notebooks labeled "MSDS", one stored in the principal's office and one stored in the Grounds Maintenance office area. In addition, a master MSDS notebook with a section for each Facility in the School District must be provided to and kept current for the Operations Department office.

The MSDS notebook must also include Michigan's Right-To-Know procedures.

- **6.21.2** <u>Procedures</u>: The Contractor shall maintain, in each Facility, 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 Facility
  - 3. Emergency and safety procedures
  - 4. List of equipment maintained in the Facility
  - 5. Maintenance and use manuals for all Grounds Maintenance equipment in each Facility
  - 6. List of all custodians assigned to each Facility (for contact purposes)
  - 7. Standard cleaning procedures
- **6.21.3** <u>Other</u>: The Contractor shall report, in writing, any damage that occurs as a result of one or more of the Contractor's employees.

The Contractor shall inform the applicable principal (or in his/her absence, the School District's designee) of any vandalism, evidence of attempts to force entry, and all other damages to any Facilities.

The Contractor's employees shall report, in writing, any items that require maintenance or repair that are discovered during the Term of the Contract.

#### 6.22 <u>Safety</u>

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know.

The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees are performing the Grounds Maintenance Service for the School District.

#### 6.23 <u>School Calendar</u>

To help your Firm respond to this RFP, a copy of the School District's most recent school calendars are attached hereto as Attachment B sections 1 and 2.

#### 6.24 <u>School Closings</u>

Contractor is required to work on all "acts of God days". In addition to snow removal, they may be required to perform select other tasks listed in Attachment D. On acts of God days, the School District may permit an alternate work start time, with the approval of the School District's designee.

Groundskeepers are also required to work on all other days that school is closed due to other calamities such as inclement weather, boiler failure, electrical outages, etc. On these days, they should expect to work their regular schedule unless otherwise directed by the School District's designee.

#### 6.25 Snow and Ice Management

The Contractor will be responsible for clearing snow and ice, and for distributing ice-melt around parking lots and pathways on all School District Facilities. The School District will provide for the removal of snow and distribution of salt on sidewalks and building entranceways.

When snow continues to fall after the snow removal crew has initially plowed, Contractor may be required to re-plow parking lots as needed to assure maximum safety for Facility users.

#### 6.26 <u>Renovations</u>

During times of any construction, the School District's designee may re-assign the Grounds Maintenance work normally performed in these areas.

#### 6.27 <u>Grounds Maintenance Equipment, Tools and Supplies</u>

**6.27.1** <u>Grounds Maintenance Equipment and Tools</u>: The School District will allow the Contractor to utilize School District-owned Grounds Maintenance equipment and tools currently in service and identified by the School District in Attachment E to provide the Grounds Maintenance Services contemplated herein. Title to School District-owned equipment and tools shall remain with the School District. The Contractor shall use

School District-owned equipment and tools only to provide the Grounds Maintenance Services for the School District, unless otherwise provided for by law. The School District shall, prior to the commencement of the Initial Term of the Contract, provide a reinventory of District-owned Grounds Maintenance equipment and tools, similar to Attachment E, that will be made available for use by the Contractor for the Grounds Maintenance Services. The School District and Contractor will work to develop a schedule/plan to retire/remove School District-owned equipment and tools from service. Any new equipment or tools which are necessary for the provision of the Grounds Maintenance Services for the School District shall be purchased by, and title shall remain with, the Contractor. The School District shall have approval rights on the specifications for all equipment and tools purchased. All costs associated with the new equipment and/or tools, including purchase and maintenance/repair, shall be borne by the Contractor. All equipment and tools, whether provided by the School District or purchased by the Contractor, used to service the School District shall be maintained and inspected in strict accordance with the recommendations of the manufacturer of the equipment or tool.

All equipment and tools must be used exclusively in/on School District Facilities. Movement of equipment or tools between School District locations may only occur with prior approval of School District's designee. The Contractor will be required to replace any such equipment or tools due to loss or theft by Contractor employees or by misuse at Contractor's expense.

**6.27.2** <u>Supplies</u>: The School District will be responsible for the procurement of all chemicals, custodial paper, trash liners, seed and other supplies other than road salt used for the Grounds Maintenance Services. Contractor will be required to procure all road salt and/or alternate ice melt used on School District Facilities. Contractor personnel are to manage these items efficiently and professionally. All supplied items are for exclusive usage in/on School District Facilities. Contractor is required to document usage, by School District location, when requested by the School District's designee. Contractor's employees shall requisition necessary supplies in accordance with procedures established by the School District.

The School District will, as a voluntary alternative to the base cost of this RFP, entertain Contractor's Proposal to provide all necessary chemicals and other supplies. Contractors wishing to propose this alternate must 1) provide fixed costs for the duration of the Initial Term of the Contract; 2) provide itemized unit costs for each item, and 3) must match exactly the specifications for all supplies as currently used by the School District.

#### VII. DEDUCTIONS AND PENALTIES

#### 7.1 Deductions for Temporary School Closures

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

#### 7.2 <u>Penalties</u>

The following financial penalties shall be applied, and will be deducted from the next monthly invoice.

- **7.2.1** <u>Building Alarm Code Replacements</u>: There will be a \$50 charge for the replacement or sharing of building alarm codes.
- **7.2.2** <u>Equipment</u>: All specified equipment must remain on site at all times. Failure to provide the equipment listed in Attachment E on the premises will result in a non-compliance deduction of \$100 for each occurrence.
- 7.2.3 <u>Excessive Staff Turnover</u>: Groundskeeper positions shall not be re-assigned to other Contractor accounts without prior written consent from School District's designee. A \$500 penalty per instance for staff turnover within the life of the Contract will result if the replacement is not requested by the School District. This penalty will be waived during the first ninety (90) days of the initial Contract.
- **7.2.4** <u>ID Badges/Uniforms</u>: If a Contractor is observed at the work site without wearing the <u>Contractor</u> issued ID badge, the Contractor will be in non-compliance with the contract and a \$25 deduction may be made on the monthly invoice.

- **7.2.5** <u>Fines for MIOSHA Violations</u>: If the School District is assessed any fines for MIOSHA violations arising out of these Grounds Maintenance Services and attributable to the Contractor, the Contractor shall reimburse the School District for these fines by commensurately reducing the charges on the monthly invoice.
- **7.2.6** <u>Improper Chemical Use</u>: If the Contractor uses chemicals or methods that damage the School District's property, the Contractor shall pay for the property's repair or replacement determined by the School District.
- **7.2.7** Improperly Securing Buildings: If the Contractor fails to properly secure any Facility, a non-compliance penalty of \$250 per incident shall be deducted for the next monthly payment. If the police or fire departments are dispatched, the Contractor will be responsible for the false alarm fee, which will be deducted from the next monthly payment. Additionally, the Contractor will be responsible for any damage or loss to School District Facilities or equipment arising from failure to properly secure the building.
- **7.2.8** <u>Keys:</u> Please refer to the "Keys" section of this RFP Section 6.16 (specifically, the "Security of Keys" and "Replacement" subsections).
- **7.2.9** <u>Non Response to Contact</u>: Calls placed by the School District's designee to the Contractor's School District Liaison that are not answered or returned within thirty (30) minutes after the call is placed will be assessed a \$25 penalty per incident. In the event of an emergency, any subsequent damage incurred to School District Facilities as a result of the failure of Contractor to supply adequate personnel to control such damage will be reimbursable by the Contractor. The deduction will be made on the next month's invoice.
- **7.2.10** <u>Non-approved Personnel</u>: If a Contractor's employee is observed working in the School District and has not been authorized by the School District's designee to work in the School District, the Contractor will be in non-compliance with the Contract and a \$50 deduction will be made on the monthly invoice. The unauthorized employee will immediately vacate School District property.
- **7.2.11** <u>Non-inspection</u>: Failure to complete any required inspections, as specified in the "Quality Control/Inspections" Section 6.20 of this RFP and failure to re-schedule and complete the inspection within three business days will result in the issuance of non-inspection penalty of \$100 per instance.
- **7.2.12** <u>Unfilled Employee Absences</u>: Whenever any groundskeeper is absent from part or all of their School District assignment and a substitute is not provided by the Contractor, the Contractor must deduct the following amounts from the next invoice.

For each unfilled day shift on school days – a \$300 penalty per instance. For all other unfilled shifts – a \$100 penalty per instance. These penalties are intended to reflect the Contractor's labor savings by not providing eight hours of labor and to provide an "assured staffing" incentive. Any portion of an eight hour shift not covered by a Contractor substitute will be assesses a prorated penalty based on \$300 per eight hour shift.

The School District's designee has the authority to waive up to \$500 of penalties per Contract year.

#### VIII. PROPOSAL

- **8.1 Proposal Checklist:** Please attach copies of the following documents to your Proposal in addition to the Proposal Form, if applicable:
  - 1. Letter of Introduction of Proposer
  - 2. Proposer's Background, Qualifications and Organizational Chart
  - 3. List of any and all Exceptions to Request For Proposal or Contract
  - 4. List of K-12 school districts currently being serviced by Proposer
  - 5. Proposer's Bid Bond
  - 6. Proposer's Insurance Certificate
  - 7. List of Proposer's References
  - 8. Proposer's Verification of Addenda to the Request for Proposal, if any
  - 9. Proposer's Audited Financial Reports for most recent three (3) years
  - 10. Proposer's Suggested Voluntary Alternates to the Request For Proposal, if any
  - 11. Proposer's List of any and all Litigation or Regulatory Proceedings
  - 12. Transition Plan/Implementation Schedule
  - 13. Affidavit of Proposer Familial Relationship

#### 8.2 Proposal Form

Proposer (Company/Firm/Name):				
Contact Name:				
Title:				
Address:				
City/State:				
Phone:				
Alternate Phone:				
Facsimile:				
Electronic Mail Address:				

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals and to waive informalities and irregularities therein.

If award is made to our Firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish Grounds Maintenance Services in strict accordance with this Request For Proposal and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and Conditions as set forth in this Request For Proposal, unless specifically enumerated as an exception.

I hereby certify that I am authorized to sign as a Representative for the Firm.

Name, title and signature of individual duly authorized to execute contracts:

Signature:

By	/:	

Date:			

#### Addenda Receipt Acknowledgement Form

The Proposer acknowledges receipt of the following addenda:

Addendum Number	_dated
Addendum Number	_dated
Addendum Number	dated

#### 8.3 Proposal Pricing Form

Refer to Attachment J for required pricing sheets

#### TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

The following attachments are provided to assist Potential Proposers in formulating their response to the above referenced RFP.

#### **Attachment A - Buildings**

- Sec 1 Building Locations & Acreage
- Sec 2 District Map
- Sec 3 Aerial View of School District Facilities

#### **Attachment B - Service Hours & Events**

- Sec 1 School Bell Times
- Sec 2 Student Calendars
- Sec 3 Scheduled Field Usage 2008-09

#### **Attachment C - Staffing Information**

- Sec 1 Grounds Reporting Flowchart
- Sec 2 Current Assignments
- Sec 3 Job Descriptions
- Sec 4 TESPA Salary Schedule
- Sec 5 TESPA Benefits

#### **Attachment D - Required Duties**

- Sec 1 Grounds Operational Guidelines
- Sec 2 Snow & Ice Removal Guidelines
- Sec 3 Warehouse Operational Guidelines
- Sec 4 MRSA/Pandemic/Influenza Sanitizing Procedures
- Sec 5 Graffiti Protocol

#### Attachment E - Equipment

- Sec 1 Vehicles & Accessories
- Sec 2 Tools

#### **Attachment F - Board of Education Policies**

- Sec 1 Drug Free Workplace
- Sec 2 Drug & Alcohol Testing
- Sec 3 Sexual Harassment
- Sec 4 Maintenance of School Property
- Sec 5 Use of School Buildings and Facilities
- Sec 6 Facility and Grounds Standards

#### Attachment G - Grounds Budget

#### **Attachment H - Grounds Maintenance Services Contract**

#### Attachment I - Lease Agreement

Attachment J - Pricing Sheets Sec 1 – Detailed RFP Pricing Proposal Form Sec 2 – Employee Compensation and Benefits Table

#### Attachment K - Familial Disclosure Statement

### TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

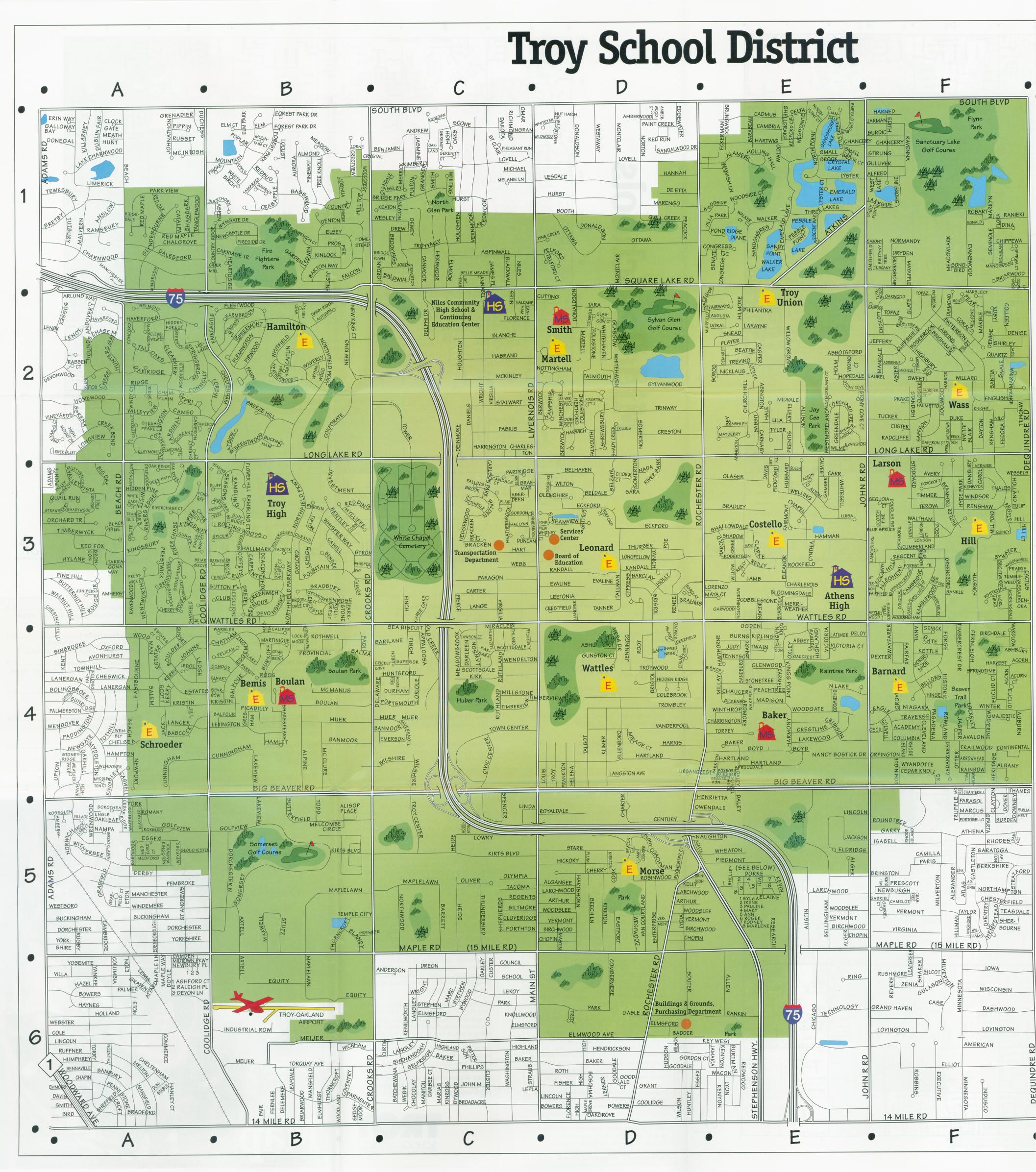
ATTACHMENT A

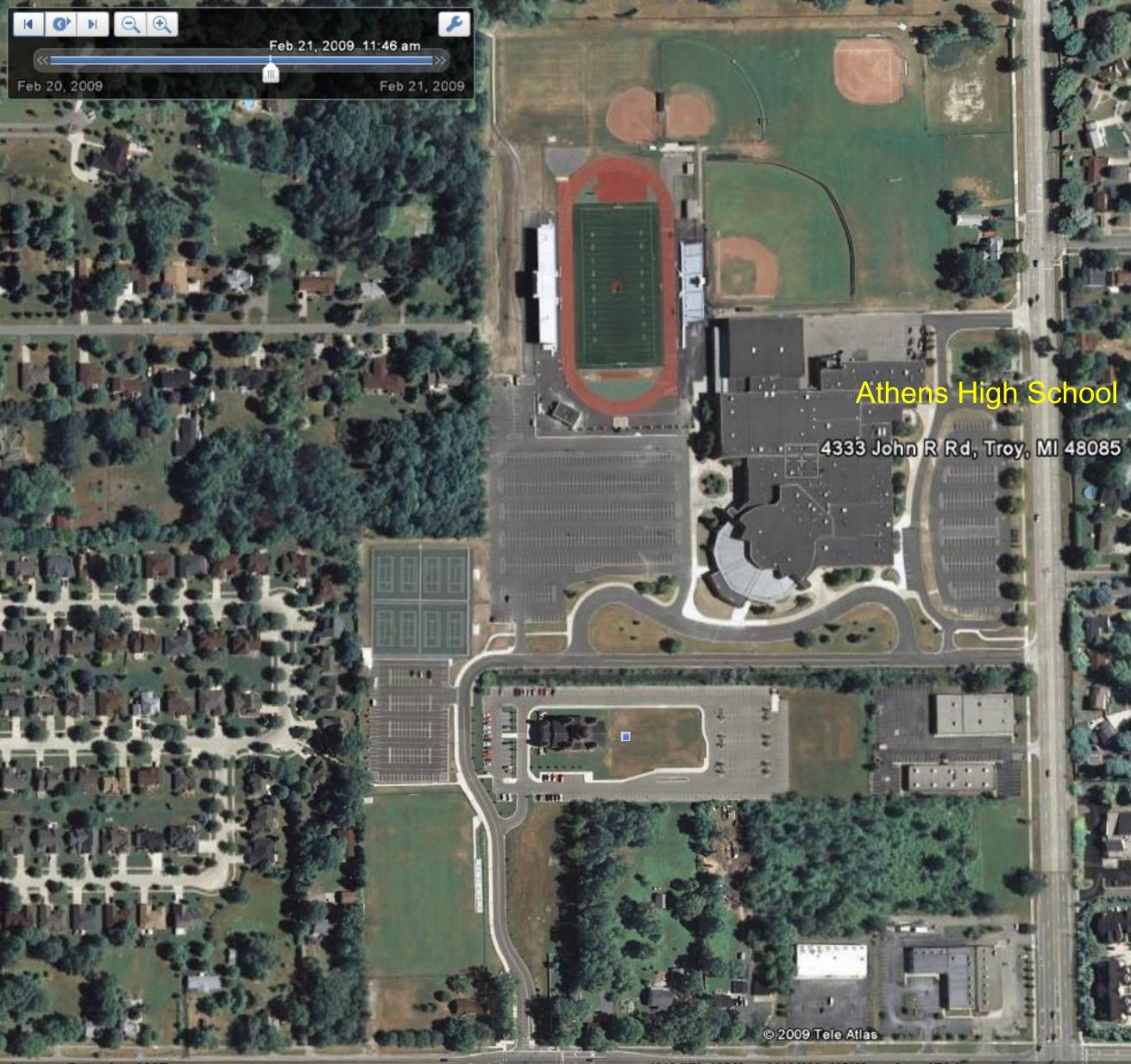
**Buildings** 

#### Troy School District Facility Locations

#### **Elementary Schools**

Barnard Elementary Bemis Elementary Costello Elementary Hamilton Elementary Hill Elementary Leonard Elementary Martell Elementary Morse Elementary Schroeder Elementary Troy Union Elementary Wass Elementary Wattles Elementary	3601 Forge 3571 Northfield Parkway 1333 Hamman 5625 Northfield Parkway 4600 Forsyth 4401 Tallman 5666 Livernois 475 Cherry 3541 Jack 1340 E. Square Lake Rd 2340 Willard 3555 Ellenboro	Troy Troy Troy Troy Troy Troy Troy Troy	4808317.3 acres4808414.5 acres4808523 acres4808520.2 acres4808512.9 acres4808530.7 acres480839.75 acres4808410 acres4808530.8 acres4808515 acres
<b>Middle Schools</b> Baker Middle School Boulan Park Middle School Larson Middle School Smith Middle School	1359 Torpey 3570 Northfield Parkway 2222 E. Long Lake 5835 Donaldson	Troy Troy Troy Troy	48083 22 acres 48084 16 acres 48085 31.94 acres 48085 20 acres
High Schools Athens High School International Academy East Troy High School	4333 John R 1291 Torpey 4777 Northfield Parkway	Troy Troy Troy	48085 50 acres 48083 see Baker MS 48098 35 acres
Support Facilities Administrative Center Niles Center Rankin Services Building Transportation Garage	4400 Livernois 201 W. Square Lake 1140 Rankin 4420 Livernois 120 Hart	Troy Troy Troy Troy Troy	4809828.5 acres4809813.6 acres480831.57 acres48098 see Admin Center480984.85 acres







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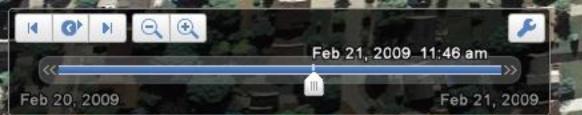
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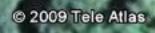
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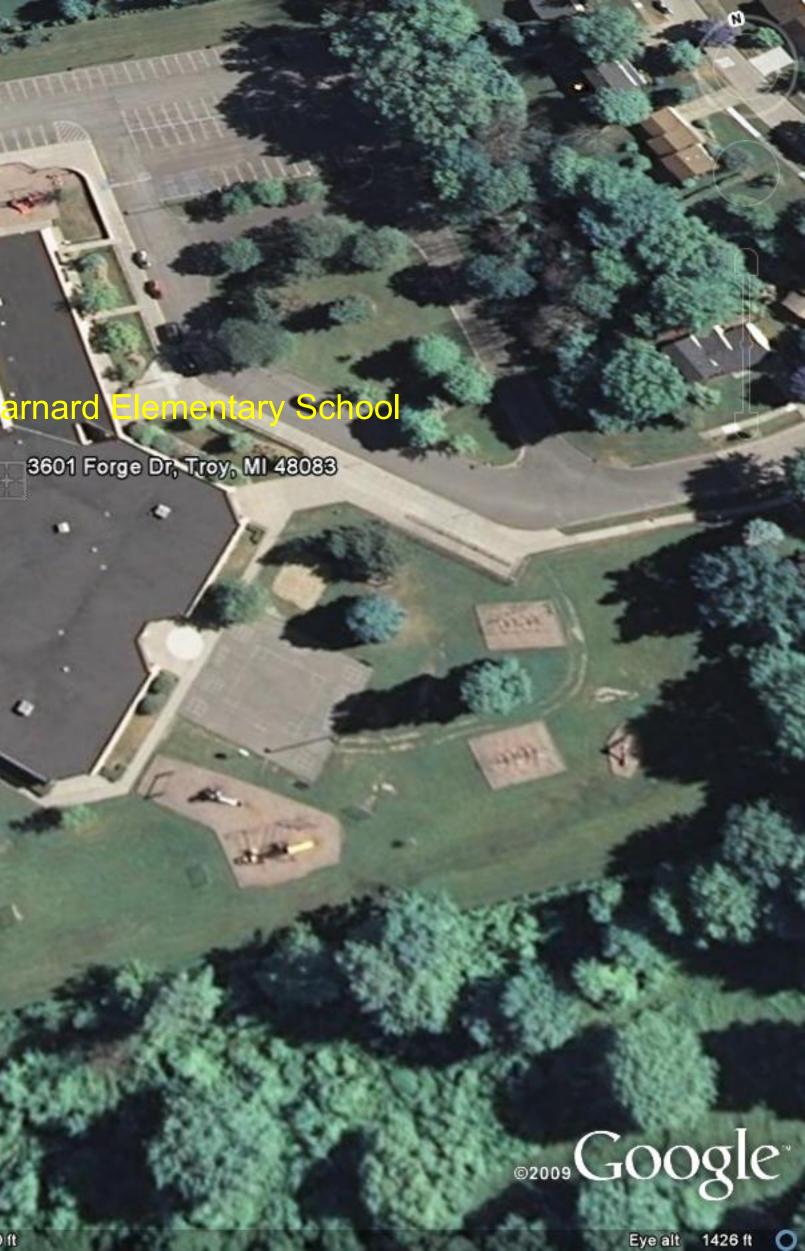


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CONTRACTOR STORY

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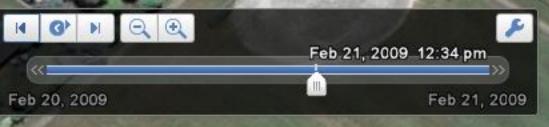
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# Administration Center

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## Transportation

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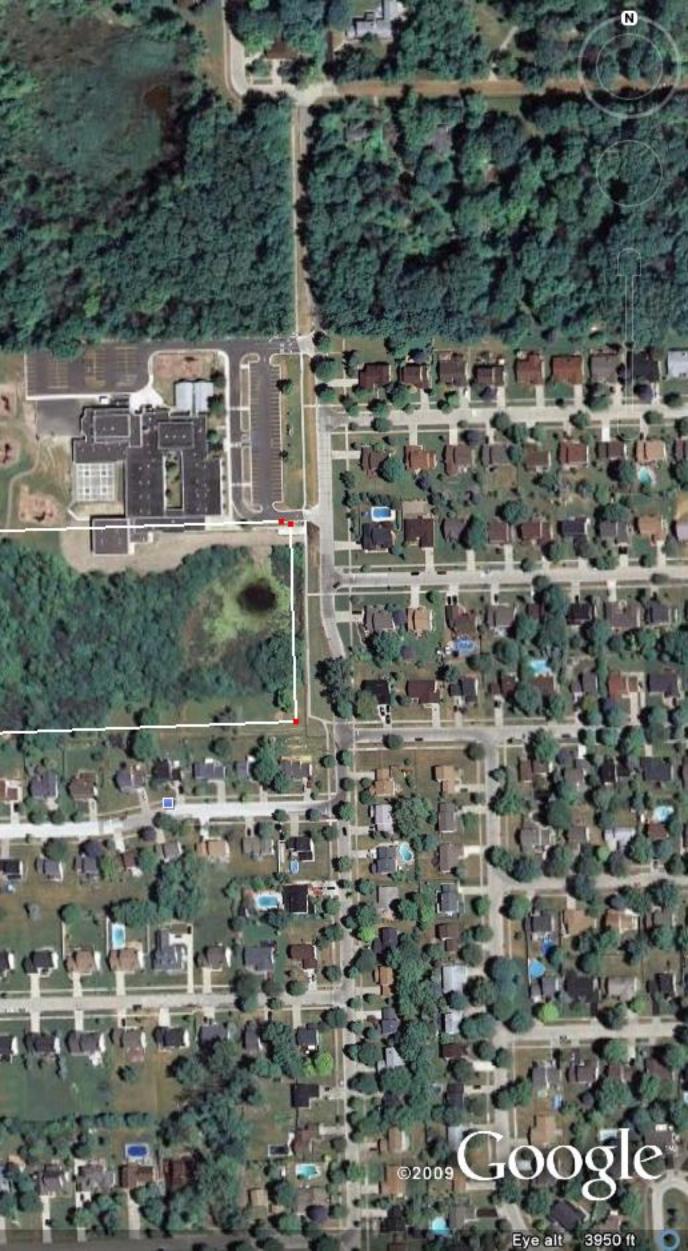
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## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

## ATTACHMENT B

## **Service Hours & Events**

#### Troy School District School Bell Times 2008-09 School Year

Building	Address	City	Arrival	Departure
Troy Union Elementary	1340 E. Square Lake Rd	Troy	8:40am	3:47pm
Morse Elementary	475 Cherry	Troy	8:15am	3:17pm
Leonard Elementary	4401 Tallman	Troy	8:15am	3:17pm
Wattles Elementary	3555 Ellenboro	Troy	8:45am	3:47pm
Hill Elementary	4600 Forsyth	Troy	8:45am	3:47pm
Schroeder Elementary	3541 Jack	Troy	8:15am	3:17pm
Costello Elementary	1333 Hamman	Troy	8:15am	3:17pm
Martell Elementary	5666 Livernois	Troy	8:45am	3:47pm
Wass Elementary	2340 Willard	Troy	8:45am	3:47pm
Bemis Elementary	3571 Northfield Parkway	Troy	8:45am	3:47pm
Barnard Elementary	3601 Forge	Troy	8:15am	3:17pm
Hamilton Elementary	5625 Northfield Parkway	Troy	8:15am	3:17pm
Baker Middle School	1359 Torpey	Troy	7:50am	2:48pm
Smith Middle School	5835 Donaldson	Troy	7:50am	2:48pm
Larson Middle School	2222 E. Long Lake	Troy	7:50am	2:48pm
Boulan Park Middle School	3570 Northfield Parkway	Troy	7:50am	2:48pm
Troy High School	4777 Northfield Parkway	Troy	7:50am	2:48pm
Athens High School	4333 John R	Troy	7:50am	2:48pm
Niles Center	201 W. Square Lake	Troy	8:30am	11:15am
			12:45pm	3:30pm
International Academy East	1291 Torpey	Troy	8:05am	2:52pm

## **Troy School District**

## 2009/10 School Calendar

September 1, 2009 September 2, 2009 September 3, 2009 September 8, 2009	Teacher Workday Teacher Professional Development Teacher Professional Development First Day of Classes: 1/2 Day for Students
November 25, 2009	No School: Thanksgiving Recess Begins
November 30, 2009	School Resumes
December 18, 2009	Last Day of School Winter Recess Begins end of day
January 4, 2010 January 23, 2010	School Resumes No School: K-12 Students End of First Semester
February 15, 2010 February 17, 2010	Midwinter Recess Begins School Resumes
April 2, 2010 April 12, 2010	No School; Spring Recess Begins School Resumes
June 21, 2010	Last Day of School for Students and Staff

#### Troy School District Scheduled Athletic Activities 2008-09 Seasons

BAKER	<b>BOULAN PARK</b>	LARSON	SMITH
FOOTBALL	FOOTBALL	FOOTBALL	FOOTBALL
25-Sep	24-Sep	24-Sep	25-Sep
1-Oct	2-Oct	1-Oct	1-Oct
9-Oct	8-Oct	9-Oct	8-Oct
16-Oct	15-Oct	16-Oct	9-Oct
22-Oct	23-Oct	22-Oct	15-Oct
			23-Oct
TRACK	TRACK	TRACK	TRACK
29-Apr	6-May	29-Apr	29-Apr
4-May	11-May	4-May	6-May
11-May	20-May	11-May	13-May
13-May	·	18-May	18-May
20-May		-	-

#### Troy School District Scheduled Athletic Activities 2008-09 Seasons

Α	T	HE	ΞN	S	HI	GH	S	СН	00	L
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FOOTBALL Boys Varsity 29-Aug 12-Sep 19-Sep 10-Oct 10/30/M.S.	SOCCER Boys Varsity & JV 14-Aug 18-Aug 28-Aug 4-Sep 6-Sep	TRACK All 2-Apr 14-Apr 5/26/M.S.	SOCCER Girls Varsity & JV 31-Mar 22-Mar 26-Mar 30-Mar 3-Apr	LACROSSE Girls Varsity & JV 15-Apr 20-Apr 29-Apr 4-May 16-May	LACROSSE Boys Varsity & JV 24-Mar 28-Mar 31-Mar 14-Apr 21-Apr	BASEBALL Boys Varsity 8-Apr 9-Apr 16-Apr 17-Apr 21-Apr	SOFTBALL Girls Varsity 30-Mar 31-Mar 24-Apr 27-Apr 29-Apr
22-Nov	11-Sep		23-Apr	19-May	23-Apr	22-Apr	6-May
<b>J.V. &amp; FR.</b> 4-Sep 25-Sep	13-Sep 18-Sep 24-Sep 29-Sep		27-Apr 30-Apr 5-May 9-May		1-May 5-May 12-May 6-Jun	27-Apr 29-Apr 1-May 4-May	9-May 16-May 20-May
2-Oct	9-Oct		14-May		o odni	9-May	J.V.
8-Oct	1-Nov		18-May			11-May	30-Mar
23-Oct			20-May			20-May	31-Mar
	FRESHMEN		13-Jun				20-Apr
	5-Sep				BASEBALL	J.V.	24-Apr
	8-Sep		FRESHMEN		FRESHMEN	8-Apr	27-Apr
	12-Sep		1-Apr		2-Apr	16-Apr	29-Apr
	22-Sep		17-Apr		13-Apr	18-Apr	6-May
	3-Oct		20-Apr		14-Apr	21-Apr	20-May
	6-Oct		22-Apr		18-Apr	29-Apr	
			4-May		20-Apr	1-May	FRESHMEN
			9-May		23-Apr	4-May	14-Apr
			11-May		30-Apr	9-May	23-Apr
			18-May		2-May	11-May	5-May
			20-May		5-May	13-May	19-May
					19-May 21-May	20-May	21-May

#### Troy School District Scheduled Athletic Activities 2008-09 Seasons

**TROY HIGH SCHOOL** 

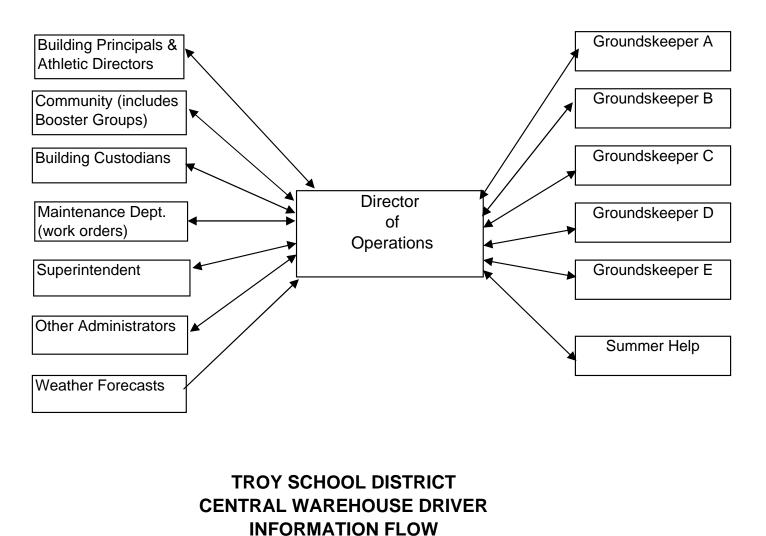
FOOTBALL Boys	SOCCER Boys	TRACK All	SOCCER Girls	LACROSSE Girls	LACROSSE Boys	BASEBALL Boys	SOFTBALL Girls
Varsity	Varsity & JV		Varsity & JV	Varsity & JV	Varsity & JV	Varsity	Varsity
28-Aug	2-Sep	14-Apr	18-Apr	27-Mar	31-Mar	31-Mar	28-Mar
12-Sep	9-Sep	22-Apr	21-Apr	2-Apr	24-Mar	2-Apr	20-Apr
3-Oct	13-Sep	28-Apr	24-Apr	16-Apr	30-Mar	4-Apr	22-Apr
24-Oct	19-Sep	13-May	5-May	20-Apr	1-Apr	13-Apr	23-Apr
10/29/M.S.	20-Sep	5/26/M.S.	9-May	27-Apr	17-Apr	17-Apr	13-May
	22-Sep		18-May	8-May	29-Apr	25-Apr	21-May
	30-Sep		19-May	11-May	12-May	27-Apr	
J.V. & FR.	7-Oct			13-May		29-Apr	J.V.
4-Sep	10-Oct		FRESHMEN	15-May		6-May	28-Mar
18-Sep			1-Apr			8-May	20-Apr
25-Sep	FRESHMEN		18-Apr			11-May	22-Apr
9-Oct	3-Sep		20-Apr			21-May	23-Apr
16-Oct	10-Sep		24-Apr			23-May	13-May
	15-Sep		4-May				21-May
	20-Sep		11-May			J.V.	
	24-Sep		13-May		BASEBALL	31-Mar	FRESHMEN
	26-Sep		19-May		FRESHMEN	4-Apr	1-Apr
	1-Oct				13-May	13-Apr	25-Apr
	10-Oct				16-May	4-Jan	30-Apr
					19-May	17-Apr	4-May
					20-May	18-Apr	7-May
					26-May	27-Apr	9-May
					1-Apr	29-Apr	12-May
					22-Apr	2-May	13-May
					30-Apr	8-May	16-May
					1-May	9-May	19-May
					4-May	11-May	20-May
					5-May	21-May	26-May
					7-May	23-May	-

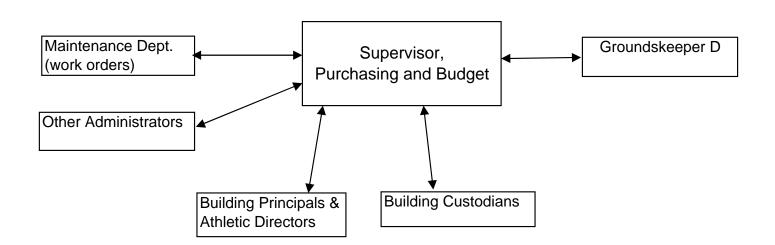
## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

ATTACHMENT C

**Staffing Information** 

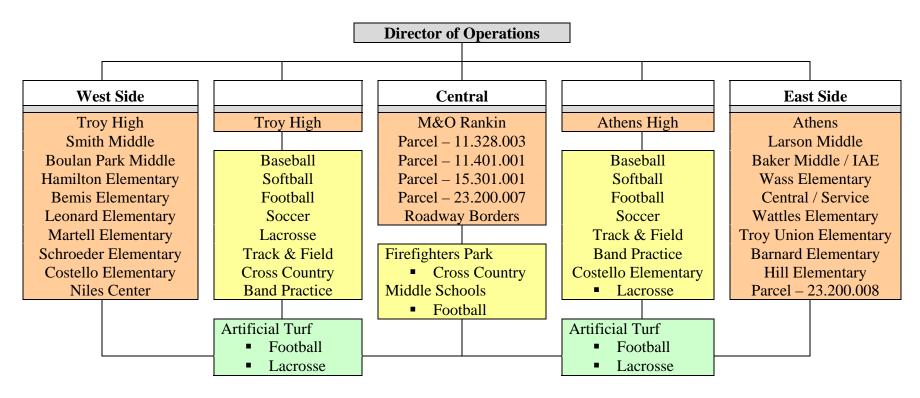
#### TROY SCHOOL DISTRICT GROUNDS MAINTENANCE DEPARTMENT INFORMATION FLOW





## Grounds Department – Organization Chart

Lawn Care / Sport Turf Management

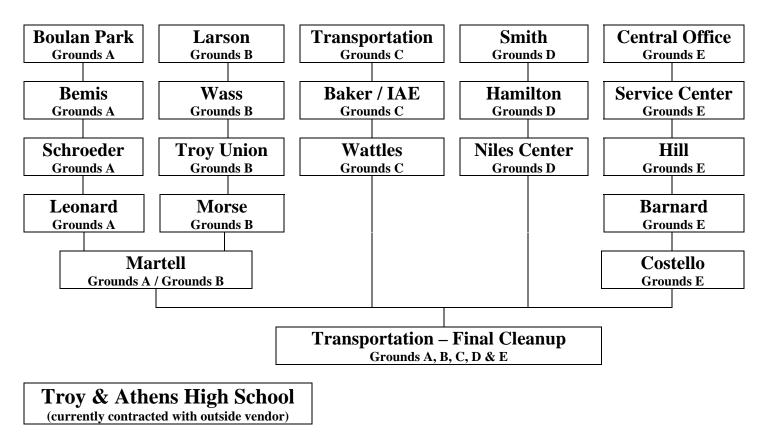


Mowing Frequency	High School athletic fields are required to be cut twice weekly on average, remaining areas are to be cut weekly unless conditions exceed mowing standards. Middle, Elementary and Support Sites are required to be cut weekly unless stipulated for special events (i.e. field days, picnics, etc). Vacant Land (parcels) and road ways must to be serviced every other week.
Marking of Artificial Turf Fields	Marking of the Artificial Turf fields will be completed annual basis for football and girls and boys lacrosse fields. If the schools are hosting tournaments, state finals, etc the fields will be marked to accommodate each event. Make sure the fields are marked prior to the season begins; this is contingent on weather conditions.
Marking of Fields	During the specified sport seasons the High School athletic fields will be marked twice weekly, chalking of baseball/softball fields are determined by practice and game schedules. Cross Country, Track & Field and Middle Schools are to be marked weekly. This schedule covers practice and game fields. Addition marking for special events and tournaments may be required.

**Note**: This is only a part of your general assignment, for addition information concerning your duties and expectations please review the **Grounds General Duties & Maintenance Program**. Because of the daily workload and the size of the department you will be expected to support each member of the department to ensure that all projects are completed in a safe and timely manner.

# **Snow / Salt Schedule**

**Troy School District – Grounds Department** 



#### Snow Crew starting Time: 12:00 Midnight

#### Salt Crew starting time: 4:00am

#### Winter Work Schedule for Grounds Personnel: 6:00am – 2:30pm

Snow / Salt services first phase should be completed by 6:00am depending on weather conditions District Wide. The final cleanup for Transportation will be completed once the lot is clear of buses. If additional services are required after 6:00am district wide the crew will start the process over by beginning with the High Schools if the contractor has completed their initial snow and/or ice removal process (by 6:00am) as outlined in the RFP specifications.

Snow removal standard is 2 inches or greater for the 2008-2009 year.

The Grounds department will be responsible for maintaining the sites throughout the normal school day, which normally consist of plowing and/or salting the entrance, aisles and service drives throughout the day. They also are responsible for special events, weekend events (with prior approval) and keeping the sites supplied with salt to ensure the Custodial Department has the material available to keep all walkways clear of ice and snow. Note: Playground surfaces (concrete / asphalt) will be cleaned when time permits and if the areas can be serviced without creating a hazardous condition and de-icing materials are available.

- Director of Operations

## TROY SCHOOL DISTRICT INTERSCHOOL MAIL DELIVERY SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday
Leave Rankin facility approx 8:30 am					
Morse					
International Academy East					
Baker					
Wattles					
Leonard					
Costello					
Athens					
Barnard					
Hill					
Grow Program					
Larson					
Wass					
Troy Union					
Smith					
Martell					
Niles					
Hamilton					
Troy High					
Bemis					
Boulan Park					
Schroeder					
Transportation					
Services Building					
Board Office					
Career Center					
Soda Office					
Return to Rankin approx 3:00 pm					

## TROY SCHOOL DISTRICT INTERSCHOOL MAIL ABBREVIATED (BREAK) SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday
Leave Rankin facility approx am					
International Academy East					
Baker					
Athens					
Larson					
Smith					
Niles					
Troy High					
Boulan Park					
Transportation					
Services Building					
Board Office					
Career Center					
Soda Office					
Return to Rankin					

# **Troy School District**

#### Grounds Personnel – Job Description

#### Qualifications:

- High School diploma or equivalent
- Good attendance and performance record.
- Knowledge of turf management and grounds keeping
- Strong aptitude in operating, maintaining and repairing grounds equipment and vehicles.
- Able to work extended hours and on days other than normal workdays.
- Aptitude and competency for assigned responsibilities.
- Good verbal and communication skills.
- Must have snow plowing experience and a strong aptitude in operating medium duty equipment.
- Such alternatives to the above qualifications as may be appropriate and acceptable.

#### Characteristic Duties and Responsibilities:

- Must be able to demonstrate experience at successfully completing projects based upon receiving and carrying out verbal and/or written instructions.
- Must be able to work with contractors to obtain pricing on projects and coordinate work with customers to ensure projects are properly completed to customer's satisfaction.
- Must demonstrate ability to perform strenuous manual labor in a multitude of conditions, locations and environments.
- Must possess (or be willing to obtain) and maintain a NRPA Playground Inspection Certification.
- Must be able to demonstrate successful performance of skilled sports turf functions, such as application of restricted herbicides and insecticides, preparation and implementation of turf renovation plans, seed propagation, mowing practices, irrigation programs, scheduling and application of fertilizers, repair of irrigation equipment, and others as detailed in the comprehensive job description.
- Must be able to demonstrate the ability to design, compute and implement chemical application rates for pesticides, fertilization, seeding and top dressing.
- Must be able to demonstrate the ability to operate medium duty maintenance equipment such as front loader, back hoe, spreaders, slit seeders, top dressers, trencher, chain saw, wood chipper, mowing equipment and snow removal equipment.
- Must be able and willing to work overtime and respond to emergencies (24/7) as required.
- Must maintain a valid home telephone number on file with Maintenance and Operations Department.
- Must be well organized, self-starter with examples of demonstrated communication, organizational and customer relation skills.
- Must possess and demonstrate professional leadership skills and be committed to Workplace Excellence.
- Must have a minimum of three (3) year of successful employment in turf related employment.
- Must possess (or be willing to obtain) and maintain a valid Class B Commercial Michigan Drivers License.
- Must possess and maintain a valid Michigan Drivers License.
- Must possess (or be willing to obtain) and maintain a Michigan Department of Agriculture Pesticide Applicator's License for categories 3A, 3B and 6. (Successful completion of the probationary period will require securing of these licenses with a maximum of five (5) month extension.)
- Performs grounds work and schedules work for other assigned grounds works day to day and in advance, and monitors turf projects.
- Prepares and maintains records related to turf programs and day to day work done and working hours for all assigned crew, as required.
- Under the direction of the Director of Operations, designs, implements and monitors programs regarding the maintenance of athletic field, i.e. planting, cutting, fertilizing, aeration, weed control, insect control, seeding, top dressing, field renovation, etc.
- Check safety of walks, steps, paths, fences, backstops, bleachers, benches, etc., associated with athletic sites, makes corrections and reports all major work to the Director of Operations.
- Under the direction of the Director of Operations, perform skilled duties in designing, implementing, repairing and monitoring irrigation systems and schedules for all sports turn and district irrigation systems.

- Performs all duties necessary to check, care for and maintain athletic fields such as tennis courts, running tracts, jumping pits, baseball diamonds, fencing, backstops, blacktop, softball, soccer and football fields, etc.
- Maintains an inventory of tools, equipment, and material and ensures that all equipment is in good repair and properly put away after use.
- Performs basic fencing, painting, welding, rough carpentry, etc. required for grounds maintenance.
- Cooperate, coordinate, record and effectively share information with immediate supervisor and athletic directors on side condition, required repairs, equipment needs and work progress.
- Work with contractors to obtain pricing on maintenance repairs and projects and coordinate work with customers to ensure projects are completed to customer's satisfaction.
- Work with contracted/seasonal employees in an efficient and cohesive manner.
- Performs required snow removal and salting as part of snow removal crew.
- Provide support for landscaping projects being performed by PTO's, custodial personnel and contractors.

#### Hours:

• Eight (8) hours. Initially 6:00 a.m. to 2:30 p.m. (hours and shift may vary).

**Note**: This is only a representation of the general type of work to be performed by this position. It is not intended to be all-inclusive. Other work assignments may be added or deleted.

#### WAREHOUSE & DELIVERIES (original 10-27-05, revised 12-13-05, revised 1-11-06)

#### **QUALIFICATIONS**:

- 1) High School Graduate
- 2) Valid driver's license and ability to safely operate a 5-speed standard transmission truck with GVW in excess of 5,000 lbs
- 3) Ability to safely and efficiently operate pallet handling equipment (hi-lo and pallet truck)
- 4) Good attendance record and established reputation for being honest and trustworthy
- 5) Ability to relate well with other employees
- 6) Ability to repetitively lift and manipulate heavy and/or bulky materials (80 pounds or more)
- 7) Ability to effectively communicate with other employees via telephone or email
- 8) Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable

**REPORTS TO:** Supervisor, Purchasing and Budget

**JOB GOAL**: To assist the Supervisor, Purchasing and Budget in operating the Central Stores warehouse, to timely deliver goods and materials throughout the district including interschool mail.

#### **PERFORMANCE RESPONSIBILITIES:**

1) Operate the Central Stores warehouse:

- a) Receive, store, issue and deliver materials, supplies and equipment which may require lifting of heavy items
- b) Prepare materials, supplies and equipment for delivery
- c) Deliver Central Stores materials including packages/shipments received for re-routing to district locations
- d) Verify delivery of supplies and materials to buildings by maintaining delivery records as specified by supervisor
- e) Unload common carrier or other non-district owned delivery vehicles as needed which may require heavy lifting..
- f) Inspect items received for conformity to specifications (purchase orders)
- g) Report shortages and damages of goods received to Supervisor and follow-up with supplier to secure completeness and/or replacement
- h) Assist in taking inventory and maintaining inventory records
- i) Pull stock from inventory and assist in maintaining inventory records
- j) Inform supervisor as stock items need to be re-ordered
- k) As necessary, answer questions from staff relative to discrepancies and resolve
- 1) Maintain cleanliness of warehouse (floors, garbage, dust, etc)

- 2) Deliver other goods and materials:
  - a) Pick up and deliver band concert and instrument needs
  - b) Pick-up and deliver audio/visual equipment
  - c) Pick-up and deliver recycling bins (or other items) relating to the district's recycling program
  - d) Pick-up and deliver custodial chemicals and supplies
  - e) Pick-up and deliver computer and related equipment
  - f) Pick-up and deliver excess/obsolete supplies, furniture, equipment, used books, etc.
  - g) Assist with the pick-up and delivery of cabinets, shelves, furniture and etc. as built by the district maintenance department
  - h) Pick-up and deliver equipment/flowers/supplies for graduation
  - i) Move furniture, equipment, supplies for CARE Co., PAL, TOTS and other district programs which will require moving heavy objects such as teacher desks, play equipment, etc.
  - j) Pick-up and deliver science supplies, kits, materials as needed
  - k) As needed, relocate teaching materials between buildings
- 3) Deliver interschool mail
  - a) Daily pick-up and deliver interschool mail consisting of envelopes, packages, boxes, etc from all district owned, leased and affiliated buildings (including SODA office)
  - b) Sort all mail by location for proper distribution
  - c) Pick-up and deliver bulk mailings to Post Office or other designated site
  - d) Pick-up employee paychecks and deliver to each building (will result in change of starting time on paydays only)
- 4) Maintain warehouse equipment
  - a) Refuel delivery trucks including mail van
  - b) Refuel pallet truck
  - c) Wash exterior and interior of delivery trucks as needed
  - d) Pick-up and deliver propane cylinders for pallet truck
  - e) Maintain maintenance records for delivery vehicles
  - f) Drive vehicles to Transportation Garage or repair facility as needed

5) Such alternatives to the above job descriptions as the Board of Education may find appropriate and acceptable

#### Article 22. Custodial/Grounds

**Section 1.** <u>Days, Weeks, and Hours of Work.</u> Employees will be scheduled eight hours per day, five consecutive days per week, for fifty-two (52) weeks per year.

**Section 2.** <u>Vacation</u>. Employees may cash out a maximum of three unused vacation days at the end of the school year.

Vacation Time	Upon Completion of
2 Weeks	1 Year
3 Weeks	5 Years
4 Weeks	10 Years

Section 3. <u>Absence from a Paid Workday</u>. When an employee needs to be absent from a paid workday, he/she shall contact the Custodial Services Supervisor before the start of his/her shift.

**Section 4.** <u>Uniforms.</u> Employees shall be provided with three uniforms annually and shall wear said uniforms while working as an employee. Employees are responsible for laundering their own uniforms.

The elementary head custodian, middle school head custodian, pool operators, and administrative head custodians shall be provided with a hooded winter jacket and bib overalls to wear during winter weather. The coat and overalls shall remain at the school and shall not be taken home. The jacket and overalls will be replaced once every four years.

High school parking lot guards will also be provided with a clothing accessory (such as a vest) to identify them as parking lot guards.

**Section 5.** <u>School Closing.</u> On days when schools are closed for students, for weather, safety or other reasons, all employees shall be required to report for work and perform whatever duties that may reasonably be assigned, including snow removal. Afternoon shift employees and midnight shift employees shall call the Custodial Services Supervisor for direction as to when to report for duty. If weather conditions make it extremely difficult for the employee to report on time, the employee shall nonetheless report as soon as possible and work the regular number of hours, i.e., if a full-time custodian is scheduled to report at 6:30 A.M. and does not arrive until 8:30 A.M., the employee shall work from 8:30 A.M. to 5:00 P.M.

**Section 6.** <u>Inservice.</u> Employees hired on or before July 1, 1998, who participate in Employer-approved in-service training shall receive \$5.00 per month for each 100 hours of training received, up to a maximum of 400 hours, i.e., \$20.00 per month.

**Section 7.** <u>Clean-up Period.</u> Employees shall be granted a five-minute personal cleanup period prior to the start of the lunch period and prior to the end of the workday. **Section 8**. <u>Shift Differential.</u> All custodial employees in all classifications will receive a fifteen-cent (\$0.15) per hour differential for all work performed when a shift starts after Noon. For shifts commencing after 10:00 P.M., employees shall be eligible for a twenty-cent (\$0.20) per hour differential in addition to their base hourly straight time set forth in the Appendix.

**Section 9.** <u>**Trial Period for Transfers.</u>** A custodian awarded a transfer shall have a 15-working day trial period when school is in session or a 30-working day trial period when school is not in session. If a trial period is composed of days school is in session and not in session, the trial period shall be a maximum of 30-working days.</u>

**Section 10**. <u>Testing for Promotions</u>. If any aptitude testing for promotions is administered, it will be done under the supervision of the Human Resources Department.

OCCUPATIONAL GROUPS	Step 1	Step 2	Step 3	Step 4	Step 5	Long 1	Long 2	Long 3
Van Driver	19.17	19.83	20.28	20.89	21.49	21.77	22.05	22.35
Head Grounds	21.29	21.91	22.34	23.03	23.50	23.81	24.09	24.34
Semi-Skilled (1)	20.20	20.78	21.38	21.98	22.57	22.85	23.16	23.44

#### TESPA Salary Schedule 2007-2008 Effective July 1, 2007 - June 30, 2008

1. Painter, mechanical helpers, general grounds

NOTE: Per Agreement with the TESPA Bargaining unit, a wage freeze is in effect for the 2008-09 school year. The above wage schedule is effective until June 30, 2009.

#### SCHEDULE OF BENEFITS

#### Verification of Eligibility (800) 221-4254

Call this number to verify eligibility for Plan benefits before the charge is incurred.

#### **MEDICAL BENEFITS**

All benefits described in this Schedule are subject to the exclusions and limitations described more fully herein including, but not limited to, the Plan Administrator's determination that: care and treatment is Medically Necessary; that charges are Usual and Reasonable; that services, supplies and care are not Experimental and/or Investigational. The meanings of these capitalized terms are in the Defined Terms section of this document.

#### Note: The following services must be precertified or reimbursement from the Plan may be reduced.

The attending Physician does not have to obtain precertification from the Plan for prescribing a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours or less for a cesarean delivery.

#### **Hospitalizations**

Please see the Cost Management section in this booklet for details.

## Please read the sections Alternate Treatment and Predetermination of Benefits in the Dental Plan. You will need to follow these sections or reimbursement from the Plan may be reduced.

The Plan is a plan which contains a Network Provider Organization.

PPO name:	PPOM
Address:	P.O. Box 2720
	Farmington Hills, Michigan 48333
Telephone:	(248) 357-7766
Fax:	(248) 357-2418
E-mail:	www.ppom.com

This Plan has entered into an agreement with certain Hospitals, Physicians and other health care providers, which are called Network Providers. Because these Network Providers have agreed to charge reduced fees to persons covered under the Plan, the Plan can afford to reimburse a higher percentage of their fees.

Therefore, when a Covered Person uses a Network Provider, that Covered Person will receive a higher payment from the Plan than when a Non-network Provider is used. It is the Covered Person's choice as to which Provider to use.

Additional information about this option, as well as a list of Network Providers, will be given to Plan Participants, at no cost, and updated as needed.

#### Deductibles/Copayments payable by Plan Participants

Deductibles/Copayments are dollar amounts that the Covered Person must pay before the Plan pays.

A deductible is an amount of money that is paid once a Calendar Year per Covered Person. Typically, there is one deductible amount per Plan and it must be paid before any money is paid by the Plan for any covered services. Each January 1st, a new deductible amount is required. However, covered expenses incurred in, and applied toward the deductible in October, November and December will be applied to the deductible in the next Calendar Year as well as the current Calendar Year. Deductibles do not accrue toward the 100% maximum out-of-pocket payment.

A copayment is a smaller amount of money that is paid each time a particular service is used. Typically, there may be copayments on some services and other services will not have any copayments. Copayments do not accrue toward the 100% maximum out-of-pocket payment.

#### PLAN A

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM LIFETIME		
BENEFIT AMOUNT		000,000
DEDUCTIBLE, PER CALENDA		
Per Covered Person	N/A	\$100
Per Family Unit	N/A	\$200 or two persons
COINSURANCE	100%	80%
COPAYMENTS		
Physician visits	\$10.00	N/A
MAXIMUM OUT-OF-POCKET	AMOUNT, PER CALENDAR YE	AR
Per Family Unit	N/A	\$1,000
The Plan will pay the designated	percentage of Covered Charges	s until out-of-pocket amounts are
reached, at which time the Plan	will pay 100% of the remainder of	of Covered Charges for the rest of
the Calendar Year unless stated		C C
The following charges do not ap	pply toward the out-of-pocket max	kimum and are never paid at
100%.		
Deductible(s)		
Cost containment penalties		
Copayments		
Outpatient mental health char	ges	
COVERED SERVICES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Hospital Services	•	
Room and Board	100%	100% of Reasonable and
	the semiprivate room rate	Customary Charges
		the semiprivate room rate
Intensive Care Unit	100%	100% of Reasonable and
	Hospital's ICU Charge	Customary Charges
		Hospital's ICU Charge
Skilled Nursing Facility	100%	100% of Reasonable and
, , , , , , , , , , , , , , , , , , ,		Customary Charges
	the facility's semiprivate room	the facility's semiprivate room
	rate	rate
	within 14 days of a Hospital	within 14 days of a Hospital
	admission	admission
	730 days combined per	Calendar Year maximum
	Renew when patient is out of t	he Hospital or Facility for 60 days
Physician Services	· · ·	· · · ·
Inpatient visits	100%	100% of Reasonable and
		Customary Charges
Office visits	100% after \$10.00 copayment	80% of Reasonable and
(Routine office visits are	per visit	Customary Charges
not covered)		
Surgery	100%	100% of Reasonable and
		Customary Charges
Allergy testing	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Allergy serum and injections	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Home Health Care	100%	100% of Reasonable and
		Customary Charges
		,

COVERED SERVICES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Inpatient Prescription Drugs	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Outpatient Private Duty	100%	80% of Reasonable and
Nursing		Customary Charges after
-		deductible and coinsurance
Hospice Care	100%	100% of Reasonable and
		Customary Charges
	\$5,000 combined inpatient ar	d outpatient Lifetime maximum
Ambulance Service	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Jaw Joint/TMJ	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
	\$450 combined pe	r Lifetime maximum
Occupational Therapy	100%	80% of Reasonable and
· · · · · · · · · · · · · · · · · · ·		Customary Charges after
		deductible and coinsurance
Speech Therapy	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Physical Therapy	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Durable Medical Equipment	100%	80% of Reasonable and
· · ·		Customary Charges after
		deductible and coinsurance
Prosthetics	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Orthotics	100%	80% of Reasonable and
		Customary Charges after
		deductible and coinsurance
Spinal Manipulation	100% after copayment	80% of Reasonable and
Chiropractic		Customary Charges after
		deductible and coinsurance
Mental Disorders		
Inpatient	100%	100% of Reasonable and
		Customary Charges
		¢alendar Year maximum
Outpatient	75%	75% of Reasonable and
		Customary Charges
	45 days combined per	¢alendar Year maximum
Substance Abuse		
Inpatient	100%	100% of Reasonable and
		Customary Charges
	45 days combined per	Calendar Year maximum
Outpatient	100%	100% of Reasonable and
		Customary Charges
		Calendar Year maximum
		per Lifetime maximum

COVERED SERVICES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Preventive Care		
Routine Well Adult Care	100%, not subject to office visit	80% of Reasonable and
(Cancer Screenings, does	copayment	Customary Charges after
not include office visits)		deductible and coinsurance
	gram, prostate screening, gynecc	ological exam, colon and rectum.
Frequency limits for mammog		
Ages 35 – 39	One baseline mammog	gram
	One every two years	
Ages 50 and over	One mammogram per	
	100% after \$10.00 copayment	80% of Reasonable and
Newborn Care		Customary Charges after
		deductible and coinsurance
Routine Well Child Care	100%	80% of Reasonable and
(Does not include office		Customary Charges
visits)		
Includes: Immunizations and i	njections.	
Organ Transplants	100%	80% of Reasonable and
		Customary Charges
	\$1,000,000 for each type of transplant per Lifetime maximum	
Medical Weight Loss	100%	80% of Reasonable and
(Only for Morbid Obesity)	Plan covers up to \$625	Customary Charges after
		deductible and coinsurance
		Plan covers up to \$625
Pregnancy	100%	80% of Reasonable and
		Customary Charges

COVERED SERVICES	NETWORK	PROVIDERS	NON-NETWORK PROVIDERS
Inpatient Prescription Drugs	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
Outpatient Private Duty	100%		80% of Reasonable and
Nursing			Customary Charges after
			deductible and coinsurance
Hospice Care	100%		100% of Reasonable and
			Customary Charges
		ombined inpatient	t and outpatient Lifetime maximum
Ambulance Service	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
Jaw Joint/TMJ	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
		\$450 combined	I per Lifetime maximum
Occupational Therapy	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
Speech Therapy	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
Physical Therapy	100%		80% of Reasonable and
			Customary Charges after
			deductible and coinsurance
Durable Medical Equipment	100%		80% of Reasonable and
			Customary Charges after
Dreathatian	4000/		deductible and coinsurance
Prosthetics	100%		80% of Reasonable and
			Customary Charges after
Orthotics	1000/		deductible and coinsurance
Orthotics	100%		80% of Reasonable and
			Customary Charges after deductible and coinsurance
Spinal Manipulation	100% after copayment80% of Reasonable and		
Chiropractic	100% alter t	Jopayment	Customary Charges after
Chilopractic			deductible and coinsurance
Mental Disorders			
Inpatient	100%		100% of Reasonable and
inpation			Customary Charges
	45	days combined r	per Calendar Year maximum
Outpatient	75%	aayo oomomed p	75% of Reasonable and
Culpation	1070		Customary Charges
	45	days combined r	per Calendar Year maximum
Substance Abuse	1 40	aayo oomomed p	
Inpatient	100%		100% of Reasonable and
inpatient	100 /0		Customary Charges
	15	dave combined r	· · ·
Outpatient	45 days combined per Calendar Year maximum 100% 100% of Reasonable and		
Outpatient	100%		
	25	dava combined a	Customary Charges
			per Calendar Year maximum
	<u> </u>	140 VISIUS COMDIN	ed per Lifetime maximum

#### SCHEDULE OF DENTAL EXPENSE BENEFITS

#### <u>PLAN A</u>

The following Schedule of Dental Expense Benefits is applicable to those Employees without dental coverage through another source:

Class I Benefits	80% of Reasonable and
(diagnostic, preventive & emergency palliative)	Customary Charges
Class I Benefits	80% of Reasonable and
(balance of Class I Benefits including radiographs)	Customary Charges
Class II Benefits	80% of Reasonable and
(prosthodontic dental services)	Customary Charges
Class III Benefits	80% of Reasonable and
(orthodontic dental services to age 19)	Customary Charges
Individual Maximum per Benefit Year for Class I & II	\$1,000.00
Lifetime Individual Maximum for Class III Benefits	\$1,000.00

#### <u>PLAN B</u>

The following Schedule of Dental Expense Benefits is applicable to those Employees who have Dental Coverage through another source:

Class I Benefits	50% of Reasonable and
(basic dental services)	Customary Charges
Class II Benefits	50% of Reasonable and
(prosthodontic dental services)	Customary Charges
Class III Benefits	50% of Reasonable and
(orthodontic dental services to age 19)	Customary Charges
Individual Maximum per Benefit Year for Class I & II	\$1,000.00
Lifetime Individual Maximum for Class III Benefits	\$1,000.00

Please Note: Benefit Plan Year for Dental is January 1st to December 31st.

## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

**ATTACHMENT D** 

**Required Duties** 

## Grounds General Duties & Maintenance Program Troy School District

### Assignment Description: Natural Turf Management

Task	Guidelines	Frequency
Mowing	Frequency of mowing is governed by the growth rate of the grass. During the spring and fall the High School sport fields are required to be cut twice a week. Cutting of the Middle schools sports fields should be done whenever grass grows three-quarters to 1 inch above the cutting height. No more than one-third of the total leaf surface should be removed at any mowing. The remaining areas at the high, middle, elementary and support sites should be cut often and at a height adjusted to the predominating grass type, average cutting is once per week. If this practice is followed, it is not necessary or desirable to change the mowing height (2-1/2 inches) at any time. Vacant land sites should be cut bi-weekly. Additional cuttings will be required for special events at the Middle and Elementary sites. The grounds department is responsible for all trimming and edging at the high schools. The remaining sites will be supported by the custodial department by cutting the restricted areas and trimming around fence lines, play structures, buildings, etc. Trimming must be performed on a weekly basis around bleachers (and under), planting beds, curbs, walkways, buildings, fence lines, light poles and any other structures. It is required that the grounds be policed first for paper, branches, bottles and cans and/or any other debris that may cause damage to the equipment, injury to bystanders and district property. This service must be coordinated with each of the individual site's outdoor activities to ensure the safety and well-being of the students, staff and community. Any debris and/or grass clippings discharged onto tracks, walkways, drives, streets, etc must be removed via blowers, sweepers or brooms.	Weekk
Turf Repairs	Do not discharge debris and/or grass clippings into playground drop zones, flower or landscape beds. Maintenance - repair program is a standard part of the athletic field turf grass management. The method must be adjusted to the amount of damage to the field and the manner of how the field is utilized. At the high schools, on average, repairs will be required on a weekly basis. <b>Repair by seeding with Athletic Mixture grasses.</b> Practically all athletic fields (baseball, softball, practice areas, etc), especially football, lacrosse and soccer fields, will require minor repairs once the regular playing season is over. Fall sports normally end too late into the season to overseed fields. Where turf loss is less than 50 percent with a minimal amount of bare spots, overseeding should be used as a means of repairs.	Weekly
Overseeding	<b>Overseed or Reseed.</b> Overseed (where some turf exists) immediately following aeration. <b>Aerate</b> six to ten times over with a spoon type or hollow tine type aerator that removes soil cores. Do not use <i>spiker</i> type of equipment and mark all sprinkler heads prior to aerating. When it is available, use a disk type turf grass seeder to cut the seed into the soil. If a disk seeder is not available, broadcast seed evenly over the area. Immediately follow either seeding method with some form of covering operation. Use a drag mat, flexible tine harrow, or weighted piece of chain link fence. Use seed mixture and rate to match existing conditions, it is recommended that 3 to 4 pounds per 1,000 square feet be used. To minimize the use of weed control products, overseeding must be performed <u>a minimum of 4 times per year</u> (April thru October). When reseeding areas where no turf exists (soccer and lacrosse goal mouths, over practice areas, etc), lightly disk the area to provide a seedbed. Then broadcast seed, rake, or drag lightly to cover seed, and roll lightly to put seed in firm contact with the soil. Use 5 pounds per 1,000 square feet rate. To guarantee success <b>Top-Dressing</b> must be incorporated into your overseeding program. Make sure your soil mixture is compatible with existing field surface structure and seeding materials.	As Needed

<b>Assignment Description:</b>	Natural Turf Management – Section II
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In-Field Maintenance         Responsible for maintaining all High Schools baseball and softball fields on a daily basis. Prior to the beginning of the baseball'softball season all in fields must be tilled/cultivated 2 to 4 inches deep and raked out to remove rocks. debris and forcing nobjects. Be careful not to push material into the grass, hand till all borders, pitcher mounds and hatter boxes first. Before leveling and grooming the in-fields, all baselines, in-field grass borders and the pitcher mound must be edged. Anytoide ridging. Also check all clay-bricks, base mounds and pabt prior to dragging the fields but after tilling/cultivation is completed. Once the following steps above are completed, drag the infield stimute area; make a spiraling circle with the drag mat from the infield grass. Inc oth coundied grass, starting at the third base foul line, across the skinned area to the first base foul line. The following steps above are completed, drag the third base foul line, across the skinned area to the first base foul line. The following are required maintenance that must be performed throughout the emire ball season (s):           • Orroming of the fields must be performed prior to practice, games or use from the Phys. Ed programs. Regular, proper maintenance will reduce the time and money meeded to rebuild and renovate these areas and the field will be aster to play or practice on. Marking of the fields must neares, ctc. Repairs must be completed on a daily basis to roduce the optential (or injury. Use compatible materials only.           • Bioregrams but must be completed prior to all games. Review schedle daily with High School AD's.           • During every baschallysofball game, damage occurs to be pitcher's mound, home plate areas, ctc. Repairs must be completed on a daily basis to roduce the potential for injury. Use compatible materials only.           • Biseveb
signage to inform the public the fields are closed for the winter. As Needed

## **Assignment Description: Natural Turf Management – Section III**

Task	Guidelines	Frequency
Warning Track	<ul> <li>The warning track must be maintained on a daily basis. It is also important that the warning track material is a stone or aggregate material that is consistent in size and meets certain specifications. Stone used on the warning track should be no larger than 3/8 inches in diameter, check areas before adding new material. The depth of the warning track material and the method it is applied will vary depending upon the type of material. On average, approximately 4 inches of material is required over a stable sub base. The following are required maintenance that must be performed throughout the entire ball season (s): <ul> <li>Check the warning track prior to usage; look for soil indentations (trip hazarders). Drag or rake track on a weekly basis.</li> <li>Edge warning track on a monthly basis. Make sure "lips" are not forming. Use a water hose to wash the material out of the grass and back onto warning track and drag or rake level.</li> </ul> </li> </ul>	As Needed
Irrigation Service	<ul> <li>Startup and winterization will be performed by an approved vendor selected by the Director of Operations. During the startup and winterization process make sure the vendor covers all zones, inspects the valves, controller and supply lines for defects. Report any discrepancies prior to making repairs and/or replacement, vendor will be required to provide a formal (detailed) proposal. General repairs, maintenance and replacement programs will be performed by the grounds department personnel at all facilities with irrigation systems (High Schools, Costello, Central and Service Center). The irrigation system must be inspected weekly. Sprinkler head alignments, replacement and repairs must be performed in a timely manner to ensure that system is functioning correctly and so that leaks are detected before damage or hazardous conditions transpire and to ensure water saving practices is observed. Verify watering schedules and adjust to match seasonal environment, inclement weather, maintenance and field usage by internal and external groups. The following procedures must be adhered to for all sport fields:</li> <li>Deep watering encourages healthy turf. Frequent shallow watering encourages crabgrass and growth of weeds and is not permitted without authorization from the Director of Operations.</li> <li>Water only when the plant tells you. Look for the first signs of visible wilt, then water deep infrequently. Mature turf can withstand moderate drying and this will increase root growth and prevent over watering of the field.</li> <li>Over watering can increase turf disease and create anaerobic soil conditions. Check soil conditions weekly to ensure that over watering is not an issue. The irrigation system should be setup to supply a minimum of</li> </ul>	
Fertilization	<ul> <li>1/4 inch water daily.</li> <li>The goal of Troy School District is to use <i>earth friendly</i> or <i>green seal</i> products. Natural organic materials include activated or processed sewage sludge, animal and vegetable manures, soybean meal, and cottonseed meal. Because these natural organic materials vary greatly in their chemical composition, there is a wide variation in the rate of breakdown, although all of them release their nitrogen at a slower rate than the quickly available nitrogen sources. The fertilization program for the high schools must be performed in conjunction with the overseeding or reseeding program. If weather conditions and field availability permits; applications should be performed mid-spring, early summer, late summer and mid-fall. Middle school sport fields should take place during early summer and mid-fall. All fertilization and/or weed control applications are subject to IPM, EPA and the Michigan Department of Agriculture guidelines and procedures and are subject to approval from the Director of Operations for applying such materials. Material Safety Data Sheets (MSDS) must be on file and in vehicle during any application. Remember that application of such materials must not interfere with regular school hours, school and/or recreation events.</li> </ul>	Weekly
	Schedules must be reviewed with and approved by the Director of Operations before any application.	As Needed

# **Assignment Description: Grounds Maintenance**

Task	Guidelines	Frequency
Artificial Turf	Responsible for removing trash and litter deposited by users and spectators after every event. Sweeping of the field must be performed every 3 weeks and before major events. Once a week it is required that the field be inspected for seam openings, tears and surface distortions (bubbles). Note all discrepancies and repairs as specified in the Owner's Manual for Astroplay-Play Surfaces. Also look for "hollow" spots, which are areas in the turf where the level of rubber may be slightly lower than the field overall. These areas generally cannot be seen but can be "felt" when walking on the turf. If fabric seams or tears have gone beyond the scope of your abilities, document the areas on the field diagram and immediately forward to the Director of Operations.	Weekly
Marking of Fields	<ul> <li>Responsible for marking (painting or chalking) of all district sport fields. Baseball/Softball, Soccer, Lacrosse, Football, Cross Country, Track/Field and Band practice fields must comply with MHSAA guidelines. All natural turf fields are to be marked with <i>Pioneer</i> Brite Stripe paint. Synthetic turf fields are to be marked with <i>Pioneer</i></li> <li>Titan Synthetic paint. Listed below is the general painting schedule (average) for the following sites. This schedule does not include special and/or weekend events.</li> <li>Costello: (2) Lacrosse Fields – Weekly</li> <li>Middle Schools: (11) Football Fields – Weekly</li> <li>Fire Fighter Park: (1) Cross Country Course – Weekly</li> <li>High Schools: (2) Synthetic Turf – Lacrosse (Girls &amp; Boys) – Annually Football – Annually (Hash marks, Coaches Box, etc)</li> <li>High Schools: (8) Baseball/Softball – Twice Weekly (Chalking will be performed based on AD schedule) (6) Soccer Fields – Twice Weekly</li> <li>(2) Lacrosse Practice Fields – Twice Weekly</li> <li>(3) Football Practice Fields – Twice Weekly</li> <li>(4) Cross Country Course – Weekly</li> <li>(5) Track and Field – Weekly</li> </ul>	
	Marking of fields can not interfere with the Phys. Ed program. Verify all schedules with the Athletic Department prior to performing painting or chalking. This program will need to be worked into the daily routine to ensure that the fields are marked prior to events or practice	As Needed
Delivery / Moves	<ul> <li>Responsible for transporting district equipment, moving staff from facility to facility, delivery/picking up parts and materials, and disposal of equipment. Listed below are some examples of items that will require transporting: <ul> <li>Athletic Equipment – Wrestling Mats / Gymnastic Equipment / Football Sleds / Track and Field Equipment</li> <li>Fine Arts Equipment – Risers / Props for Plays / Partitions</li> <li>Building – Chairs / Tables / Teachers Moves (boxes, etc) / Auction Items / Outside Benches / Sand</li> <li>Custodial – Lifts / Landscape and Lawn Care Equipment (mowers, trimmers, snow blowers, etc) / Custodial Equipment (riders, scrubbers, extractors, etc) / Parts / Chemicals.</li> <li>Maintenance – Hot Water Tanks / Uni-vents / Coils and Condensers / Compressors / Air Handlers</li> <li>Supplies – Salt and Ice Melt must be delivered twice a week on average. During major snow storms you may be required to make additional deliveries throughout the week.</li> <li>Grounds – Landscaping Supplies (mulch, soil, seed, fertilizer, etc) / Salt from the City of Troy / Ice Melt Responsible for picking up new and/or serviced equipment from vendors, hardware supplies, lumber and construction materials. Also be responsible for dropping out vehicles to dealerships, City of Troy and service</li> </ul> </li> </ul>	
	garages. Make sure you check timelines documented on the <i>Express Work Orders</i> and/or schedule board.	As Needed

# **Assignment Description:** Grounds Maintenance – Section II

Task	Guidelines	Frequency
General Operations	Responsible for the following scheduled and/or unscheduled tasks throughout the entire district:	
General Operations	<ul> <li>Responsible for the following scheduled and/or unscheduled tasks throughout the entire district:</li> <li>Fence Repairs – not limited to the sports field dugouts, batter cages, backstops, etc. This is a district program and all hazardous conditions must be corrected within 48 hours of notification. At the high schools inspections should be performed on a weekly basis and discrepancies corrected immediately.</li> <li>Tree Service – removal and trimming of trees will be performed as needed. The grounds personnel are responsible for trimming field lines, low and broken branches. Removal of trees consists of safely dropping the tree (s), cutting them into manageable proportion, chip remaining large debris and raking up leaves and/or small debris. In some cases, removal of the stump is required. Wood chips are to be dispersed along vacant land borders and pathways throughout the district or discarded based on local, state and federal guidelines. Wood chips <u>are not</u> to be dumped into play structure drop zones or around landscape beds that come in contact with the buildings. Proper safety equipment must be worn at all times. All equipment (chainsaws, chipper, etc) must be inspected and fluids topped off at the end of the day.</li> <li>Stadium Cleanup – this task must be performed on a daily basis (5 to 7 days a week). During major events it will take on average 4 to 6 man-hours to complete. During normal usage (practices, small events, Phys Ed classes) to 2 man-hours. You are required to police the stadium for litter and debris, blow down or sweep the bleachers, clean rest rooms (follow custodial guidelines) daily, clean press-boxes weekly, empty all trash receptacles and re-line, cleanup vomit and blood (follow all safety precautions), remove gum from track and artificia turf. Once completed, secure the stadium and rest rooms.</li> <li>Graffiti Removal – Responsible for removal of graffit in buildings, play structures, walkways, parking lots, signs and any other surface that it is displa</li></ul>	
	for litter and debris before mowing. Vacant land that is on the mowing schedule must be policed prior to mowing.	As Needed

Task	Guidelines	Frequency
General Operations Continued	<ul> <li>Signage – responsible for replacement, repairs and new installation of parking lot, playground and vacant land signs and poles. Annual inspection should be completed for each site to determine if the signs need to be traplaced. During winter months and once the winter season are over, it is not uncommon that poles need to be straightened or replaced. Make sure FIRE LANE signs are not faded, if so, replace them immediately. If new signs or poles are required, contact the Director of Operations. You will also be required to install banners and/or temporary signage as directed.</li> <li>Flagpole Maintenance – responsible for the general upkeep and repairs to all district flagpoles. Replacement of roles, cables, clips and pulleys should be performed within 48 hours of notification. Flagpole maintenance must be performed by a crew of 2 personnel; if a grounds person is not available you will need to make arrangements with the building head custodian for assistance. You must be trained on the GENIE TMZ-34/19 lift and able to work high heights. Check lift prior to leaving the shop, make sure all safety equipment is available and in good working condition (Safety First) and that parts are in stock.</li> <li>Parking Lot Maintenance – responsible for to all oble parts and play surfaces for large cracks, holes and trip hazarders. Fill, tamp and level areas with patching material to complete the maintenance repairs. Major discrepancies, like sink holes and collaped drains must be reported immediately to the Director of Maintenance. You are also responsible for touchup painting of lines, curbs, parking lot signage on the asphalt surface and handicap ramps.</li> <li>Track &amp; Field Maintenance – responsible for maintaining all long jump pits (Middle &amp; High Schools). The pits are to be tilled approximately 6 to 8 inches below normal grade, raked and leveled twice a year and/or before major events, if requested. Responsible for installing, repairing and/or replacement of shotput blocks, stops and drop-of</li></ul>	

# Assignment Description: Grounds Maintenance – Section III

Task	Guidelines	Frequency
General Operations Continued	<ul> <li>Snow / Ice Removal – responsible for snow removal of 2 inches or greater that has accumulated during the night. All parking lots, drives, magic squares (un-obstructed asphalt play areas), service paths and any other areas assigned by the Director of Operations, must be completed by (snow removal and salted) 6:00am. Also responsible for preventing subsequent accumulations throughout the day, from building up in drives, parking lot aisles and open lots. Remove slush and melting snow to prevent icy conditions from forming. Apply appropriate amounts of salt and/or ice melt to these areas as needed. Surfaces with accumulations below the 2 inch mark, icing due to freezing rain, pooling water, run-offs, etc that have occurred over night must be treated before 6:00am. Hazardous conditions that transpire throughout the day; will need to be addressed without delay, unless otherwise instructed. All members of the grounds department will be required to work overtime throughout the entire week (Monday thru Sunday) during the winter months to ensure these areas are properly maintained (to the best of your abilities) and safe for students, staff and community. Report all problems (equipment, conditions, etc) immediately to the Director of Operations. Check <i>Snow Removal Chart</i> for facilities assigned to you. Lost parking spots and the build up of snow mounds around drives and walkways must be removed before an unsafe condition emerges.</li> <li>Vehicle Upkeep – responsible for maintaining service vehicles, trailers and heavy equipment on a daily basis, before operating. Plows and spreaders are to be inspected daily. Follow all manufacture's Maintenance inspections and services will be performed by the City of Troy – Fleet Management on all service vehicles (Dump Trucks, Light Duty Trucks and Vans) to ensure they comply with MDOT guidelines. Vehicles must be power washed on a weekly basis.</li> <li>Fabrication – responsible for fabricating new components (brackets, supports, guards, etc.), make repairs to</li></ul>	
	<ol> <li>Grass / Hedge Trimmers: Honda – Shindaiwa</li> <li>Chainsaws / Tillers: Honda – Stihl</li> <li>Walk-Behind Mowers: Ferris – Bobcats</li> </ol>	
	<ol> <li>Riding Mowers / Push Mowers: John Deere – Honda – Snapper</li> <li>Aerators / Spreaders: Agi-Fab – Ryan – TracVac</li> <li>Painters: Pioneer 5000 Rider – Pioneer Brite Striper</li> <li>Golf / Utility Vehicles: Club Cart – John Deere Gators and all attachments</li> </ol>	
	<ol> <li>Snow Blowers: Honda – John Deere</li> <li>Backpack / Street Blowers: Honda – Shindaiwa – Little Wonder</li> </ol>	As Needed

# **Assignment Description: Grounds Maintenance – Section IV**

### **Assignment Description: Building Maintenance**

Task	Guidelines	Frequency
Security	Security of the facilities and property consists of only opening areas of the buildings, stadium and fields the grounds department is responsible for. Inspect all areas for discrepancies (unsecured, graffiti, vandalism) and report your findings to the Director of Operations. Correct any safety issues that were identified during your rounds as you check and unlock your assigned areas. Security checks should be performed throughout the day and prior to your departure. Check with the building administration to determine what areas (fields, rest room, press boxes, etc) should remain open for after school activities and events.	Daily
Maintenance Plumbing	Responsible for general plumbing repairs. Toilet, sink, and drain clogs should first be handled by the grounds staff, unless specialized equipment is required. Replacement of gaskets, seals, o-rings, etc should be performed in-house. If a unit needs to be replaced, remounted, or completely rebuilt you need to contact the Maintenance Department for assistance. Follow all reporting guidelines issued by the Director of Maintenance for service and/or parts. Irrigation systems, outdoor gate valves (spigots), hoses, etc repairs and/or replacements are also part of your responsibility to maintain.	As Needed
Maintenance Electrical	facilities. Repair and/or replace lighting fixtures clips, <b>ballasts 120v to 277v</b> , fuses, etc. You must have a clear understanding and knowledge of the tools and materials needed to complete the required tasks safely. Follow all safety precautions outlined in the Lock-Out / Tag-Out Compliance Manual. Make sure to report all discrepancies or	
Others	OthersGeneral DutiesResponsible for responding to scheduled and/or unscheduled Emergency events. Listed below are key componentto the general operations of the district and required of each and very members of the grounds department:	
	<ul> <li>Fire Alarms / Drills Inclement Weather / Tomato Drills Bomb Scares / Drills</li> <li>Down Trees Power Outages Suspicious Vehicles</li> <li>Maintenance Support Lockdown (Green / Red / Yellow) Vomit / Blood Incidents</li> <li>Custodial Support Opening Facilities Carpentry Repairs</li> <li>Flooding – Weather Relayed / Ruptured Water lines Structural Repairs</li> </ul>	
	This is only an example of the tasks and events that could and will arise in many cases without warning. You must be prepared to respond in a timely fashion and keep the Director of Operations informed of all emergencies that affect the safety and wellbeing of the students, staff and community.	As Needed

**Note:** This list is not intended to be all inclusive but rather to provide you with the general guidelines that outline the work expected in these areas for all members of the grounds department.

### Troy School District Snow & Ice Removal Guidelines

### Definitions

**Company and/or Contractor** – Refers to the person/company to which the attached RFP is directed and, ultimately, the awarded vendor under this RFP.

**District** – Refers to the Troy School District, a public, K-12 school district operating exclusively within the City of Troy, Michigan.

**Ice melter / ice preventer** – This term will be used to refer to the application of a substance which is designed to deter the formation of ice and/or thaw existing ice buildup.

Ice Removal – Ice Removal shall constitute the method by which, awarded contractor shall provide for the rapid thawing of ice build-up.

**Snow Pushing/plowing** –The method of physically and/or mechanically moving accumulated snow across affected paved areas to expose (to the extent possible) bare pavement.

**Snow Removal** – The method of physically and/or mechanically removing accumulated snow from District owned property or to another location on District owned property.

**Traction control** – This term will be used to refer to the application of sand, ash or other material used for the purpose of improving traction (by both vehicles and pedestrians) on affected parking lots, (drivable) sidewalk/entrance ways and all access drives.

### **Contractor Responsibilities**

Awarded contractors shall be responsible for the following:

Push accumulated snowfall and/or drifted snow from all affected parking lots, (drivable) sidewalk/entrance ways and all access drives. Pushing of snow shall be done in a manner that minimizes potential damage to Troy School District property (curbs, light poles, building structures, fencing, driveways, adjacent grass areas, trees, vehicles, etc).

Pushing of snow shall also be done to minimize potential damage to non-District owned property (curbs, light poles, building structures, fencing, driveways, adjacent grass areas, trees, vehicles, etc).

Pushing or stacking of excess snow will be permitted only in areas specified by the Director of Operations or his/her designee. Slush must be kept off lots to avoid icing. Improper placement of snow will be removed at the expense of the contractor.

Snow pushing shall occur when there is snowfall in excess of 1.5 inches of heavy snow, or 2 inches of 'fluff' or light snow. Actual determination of snow depth shall be at the sole discretion of the District's Director of Operations or his/her designee. Such determination shall be based upon publicly reported (radio or TV weather reports) snowfall and actual observation of conditions existing on site during the terms of this contract. Snow pile-up caused by blowing and drifting conditions may also warrant additional snow pushing by contractor regardless of actual reported new snowfall.

Snow removal shall be completed by the awarded contractor when conditions exist such that additional pushing of snow would

- 1) Cause damage to District or non-District property,
- 2) Cause the loss of more than two (2) parking spaces on any affected parking lot,
- 3) Result in blocking any egress from a building (occupied or not),
- 4) Result in a high probability of excess melt-off turning to ice which then covers an affected parking lots, (drivable) sidewalk/entrance ways and any access drives.

Improper placing of snow by Contractor will be removed at the expense of the Contractor.

Ice prevention shall be performed at the same time as contractor completes snow pushing/removal. Ice prevention shall be done on the parking lots, (drivable) sidewalk/entrance ways and all access drives referred to under this RFP. Ice prevention shall be done via application of rock salt, calcium chloride or other district approved chemical or approved mechanical means, the intent of which shall be to minimize the formation of ice on affected areas so as to provide for the safe accessibility of vehicles and pedestrians.

Ice removal shall be performed when weather conditions permit the formation of icy build-up on affected areas previously cleared of snow. The intent of ice removal shall be to provide for the safe accessibility of vehicles and pedestrians.

Under certain weather conditions, application of ice control/prevention chemicals may be rendered ineffective. In such cases, District may require the application of sand, ash or other pre-approved materials to increase vehicular and pedestrian traction. Application of sand, ash or other materials must be at the specific request of the District. Pricing will be as per the response to this RFP.

Contractor shall perform all services on the school premises in an efficient, timely, safe and professional manner without damaging school district property. Contractor is to operate before school openings in the morning and to be finished when possible by posted times listed (deadlines are listed in Group A thru D). Contractor may be called in for additional snow and ice removal at the rate specified within the response to this RFP.

Contractor will be responsible for all repairs or damage to Troy School District property (curbs, light poles, building structures, fencing, driveways, adjacent grass areas, trees, vehicles, etc) caused by his/her equipment, personnel or materials used. Contractor will also be responsible for all repairs or damages to non-District property (curbs, light poles, building structures, fencing, driveways, adjacent grass areas, trees, vehicles, etc) caused by his/her equipment, personnel or materials used.

In the case that the Contractor cannot meet the deadlines in Groups A thru D, the School District may contract out or perform clearing duties itself and receive from the vendor the cost incurred. In the case that School District employees perform the work, the Contractor will pay all School District labor costs for snow and ice removal specified in Groups A thru D, plus district expenses incurred for the snow and/or ice removal. Furthermore, any Contractor leaving the parking lot in an unsatisfactory condition will be required to return and complete the job with no additional compensation.

Contractor agrees that in the performance of its work under the contract, it shall abide by and comply with all applicable Federal, State and Local laws, codes and regulations, including but not limited to the Occupational Safety and Health Act of 1970.

Because other activities of the district may be occurring at the same time as the service covered by this agreement, the Contractor shall cooperate with the Owner's Representative to ensure that all work progresses not only in a manner which does not conflict with other activities, but also improves the safety of participants in those activities.

In all instances, Contractor shall be responsible to physically inspect each site awarded under this RFP (and subsequent contract) to ascertain the extent to which snow pushing, snow removal, ice prevention or ice removal is warranted. These inspections are to occur on such timeline as to permit the completion of needed tasks by the related deadlines referred to below under groups A through D. Nightly inspections by awarded Contractor during times of inclement weather conditions are anticipated by the District.

Contractor certifies that compliance with the insurance requirements listed within this RFP will be maintained at all times during the life of this contract. Failure to maintain these insurance requirements is grounds for immediate cancellation of this contract.

District shall make every effort to notify the Contractor:

- Whenever a scheduled activity within an affected building will necessitate additional snow pushing or ice prevention/removal
- Whenever conditions exist that warrant other additional actions by awarded Contractor
- Whenever conditions exist that do NOT warrant actions by awarded contractor when such actions would otherwise be completed
- Whenever the application of traction control materials is deemed necessary.

### Group A

Location	Deadline
Athens High School	By <b>6:00am</b>
Troy High School	By <b>6:00am</b>
Niles Center	By <b>6:00am</b>

## Group B

Location	Deadline
Baker Middle School	
1359 Torpey	By <b>6:30am</b>
Troy, Michigan 48083	
International Academy	
1291 Torpey	By <b>6:30am</b>
Troy, Michigan 48083	
Boulan Park Middle	
3570 Northfield Parkway	By <b>6:30am</b>
Troy, Michigan 48084	
Larson Middle School	
2222 E.Long Lake Road	By <b>6:30am</b>
Troy, Michigan 48085	
Smith Middle School	
5835 Donaldson	By <b>6:30am</b>
Troy, Michigan 48085	
Barnard Elementary	
3601 Forge Drive	By <b>6:30am</b>
Troy, Michigan 48083	
Bemis Elementary	
3571 Northfield Parkway	By <b>6:30am</b>
Troy, Michigan 48084	
Costello Elementary	
1333 Hamman	By <b>6:30am</b>
Troy, Michigan 48085	
Hamilton Elementary	

5625 Northfield Parkway	By <b>6:30am</b>
Troy, Michigan 48098	
Hill Elementary	
4600 Forsyth	By <b>6:30am</b>
Troy, Michigan 48085	
Leonard Elementary	
4401 Tallman	By <b>6:30am</b>
Troy, Michigan 48085	
Martell Elementary	
5666 Livernois	By <b>6:30am</b>
Troy, Michigan 48098	
Morse Elementary	
475 Cherry	By <b>6:30am</b>
Troy, Michigan 48083	
Schroeder Elementary	
3541 Jack Drive	By <b>6:30am</b>
Troy, Michigan 48084	
Troy Union Elementary	
1340 E. Square Lake Rd	By <b>6:30am</b>
Troy, Michigan 48085	
Wass Elementary	
2340 Willard	By <b>6:30am</b>
Troy, Michigan 48085	
Wattles Elementary	
3555 Ellenboro	By <b>6:30am</b>
Troy, Michigan 48085	

### Group C

Location	Deadline
Central Office	
4400 Livernois	By <b>7:00am</b>
Troy, Michigan 48098	
Service Center	
4420 Livernois	By <b>7:000am</b>
Troy, Michigan 48098	
Rankin Facility	
1140 Rankin	By <b>7:00am</b>
Troy, Michigan	

### Group D

Location	Deadline
Transportation	
120 Hart Street	By <b>6:00am</b>
Troy, Michigan 48098	Return by
	9:00am

### **Troy School District Central Stores Operating Guideline**s

### **Receive Stock & Other Goods**

Unload common carrier or other non-District vehicle using hi-lo, pallet jack or hand cart as applicable. Verify received goods arrive in undamaged condition and in quantity specified on shipping documents. Immediately file claim for any items damaged or shorted with trucking company. Notify Supervisor of discrepancies. Complete receiving paperwork and locate inventory items in designated warehouse storage. Deliver grounds, custodial or maintenance items to appropriate department.

### **Pull Stock**

Review warehouse pick tickets as provided by Supervisor. Count out and clearly mark destination and receiving person on all boxes. Combine items as appropriate for delivery to individual school buildings along with daily interschool mail. Have receiving building personnel verify quantity received and complete appropriate paperwork. Notify Supervisor when inventory quantities need replenishment or should any discrepancies arise in on-hand quantities.

### Inventory

Assist in the physical inventory count as directed by Supervisor. Inventory count is to be performed at least annually; however, partial counts may be made at any time by direction of Supervisor. Maintain inventory in clean, neat stacks/rows/aisles to facilitate accurate counting and minimize potential damage. At no time is inventory to leave warehouse without properly authorized written paperwork.

### **Interschool Mail**

As directed by Supervisor, deliver all interschool mail envelopes and small packages to all District buildings daily. Delivery schedule may be modified during summer and/or non-pupil days as directed. Pick-up envelopes and small packages from each location and deliver according to predetermined route. Pick up all outgoing US Mail for delivery to Administration Building (or other designated location) in time for District's mail service to process (currently 2:25 pm). Biweekly, pick up employee paychecks ad deliver to each building (will result in modification of delivery start time).

### **Maintain Warehouse**

Warehouse driver is responsible for fueling delivery trucks including (substitute) mail van. Refuel hi-lo as needed. Wash exterior and interior of delivery vehicle to maintain clean and professional appearance. Maintain maintenance records for delivery vehicles. Shuttle vehicles to repair facilities as required. Sweep warehouse floor as needed to maintain safe surfaces. Maintain aisles for easy and safe access throughout facility. As directed (usually annually), strip warehouse floor (after temporarily moving all stock and/or stored items), mop and apply appropriate non-slip finish.

### **Delivery of Materials**

Delivery driver is responsible for the safe and efficient transportation of various supplies and materials which may be used in the operation of the District. These materials are to be transported whenever possible by combining with the regularly scheduled interschool mail run. Size of these items and/or quantity may necessitate separate delivery and/or overtime and/or rescheduling of interschool mail. Any overtime or rescheduling of mail requires pre-approval by Supervisor. The types of items include herein include but are not limited to the following:

Concert, jazz or marching band instruments and props Audio visual materials Recycling materials Custodial chemicals, supplies and equipment Technology supplies, materials and equipment Excess/obsolete supplies, materials, furniture, equipment, used books New textbooks Equipment, flowers and supplies for graduation (requires Saturday work) Cabinets, shelves, furniture or other items from maintenance dept Science supplies, kits, materials (including biologicals) Relocate teaching materials Furniture, equipment, supplies for CARE Co., PAL, TOTS & related

### Recycling

Central stores driver is responsible for the delivery and switching out of recycling containers for each building. Currently, the District maintains a program to collect and shred paperwork of a confidential nature. These containers are filled at the building level, picked up when full and brought to the central warehouse. Periodically, these confidential containers along with other recyclable paper is dumped into gaylords for short-term storage. When directed, these gaylords are brought to a designated recycling center. Recycling may also include plastic, newspaper, metal or other items as directed by Supervisor.

### **Other Duties**

Warehouse driver will also be responsible to assist in setting up periodic auctions of surplus furniture, equipment and supplies. This will consist of cleaning, moving and displaying items as directed by Supervisor. Driver may also be required to dismantle for recycling and/or disposal of broken or damaged furniture or equipment.

This list of duties is meant to be an accurate description of the function of the warehouse driver. The above list is not meant to be all-inclusive. Additional duties may be added as required to maintain a safe and efficient warehousing and distribution system to support the educational requirements of the District.

# Health Emergency MRSA / Flu Epidemic

Infection Prevention Cleaning Guidelines

### Assignment Description: Office Areas / Conference Rooms / Classrooms Health Emergency – MRSA / Flu Epidemic

**Note:** The guidelines listed below are to be implemented if your facility if declared a Health Emergency – MRSA / Flu Epidemic. These guidelines are design to help direct the custodial staff in case an emergency cleanup is required.

Task	Infection Prevention Cleaning Guidelines	Frequency
Waste Removal	Empty all trash receptacle units and replace the liners. Before replacing the liner treat the receptacle inside and along the outer edge with <b>OXIVIR Spray Cleaner/Disinfectant</b> . If there are signs of bodily fluids on or around the	
	receptacle treat all contact points with <i>Crew – Floor and Surface Cleaner/Disinfectant</i> . To prevent cross contamination do not use a bucket or rags, always use a spray bottle and disposable paper products.	Daily
Surface - Spot Cleaning	General spot cleaning consists of cleaning around entranceways, light switches, doors, doorframes, and general contact points like countertops, dispensers and sinks. In addition, student desktops and tabletops are to be	
	completely sprayed and wiped down with <i>Crew – Floor and Surface Cleaner/Disinfectant</i> . To prevent cross contamination do not use a bucket or rags, always use a spray bottle and disposable wipes and/or paper products.	Daily
Floor - Dry Mopping	Dust mopping is to be performed as part of the daily routine. All traffic lanes and open areas should be serviced each night, which will account for approximately 60% of the areas. If harmful bodily fluids are present make sure	
*	you treat the area with <i>ChloraSorb</i> or <i>Nilogel</i> absorbent before continuing. In addition, a putty knife should be carried to remove gum and other debris from the floor surface.	Daily
Floor - Edge & Corner	To properly clean a hard surface floor, during a one-week period the entire floor (100% of the areas not obstructed) must be serviced. For edge and corner cleaning use an angle broom, canister vacuum, or backpack vacuum with an approved <i>HEPA</i> filtration system.	As Time Permits
Floor - Wet Mopping	Wet mopping normally consists of spot cleaning areas of the room that are soiled from spills or dirt that could not be removed by dry mopping. Because of the increase chance of infection <b>100% of the unobstructed areas</b> should be	
	covered daily with <i>Crew – Floor and Surface Cleaner/Disinfectant</i> . Make sure to change your mop water on a regular basis. It is required that "Wet Floor" signs be posted to warn people of slip hazards.	Daily
Floor - Vacuuming ↓	Vacuuming is to be performed as part of the daily routine. All traffic lanes and open areas should be serviced daily, which will account for approximately 60% of the areas. If harmful blood and bodily fluids are present make sure you treat the area with <i>VoBan</i> or <i>Nilogel</i> absorbent before continuing. Once the absorb product is cleaned up spray	
	the contaminated area with <i>OXIVIR Spray Cleaner/Disinfectant</i> . Carpet Gum Remover and Spotter should also be carried to assist with the removal of all gum and stains from carpet.	Daily
Floor - Edge & Corner	To properly clean a carpeted floor, during a one-week period the entire floor (100% of the areas not obstructed) must be serviced. For edge and corner cleaning, use a Canister or Backpack Vacuum with and approved <i>HEPA</i> filtration system.	As Time Permits
Organization	One of the keys to cleaning the large areas properly is ensuring that the areas are left in an organized fashion and free of safety hazards. Make sure boxes, office supplies, etc. are removed immediately. Make sure furniture and equipment are left in an organized fashion or removed if not in use to reduce potential safety hazards.	Daily

### Assignment Description: Restrooms / Locker Rooms / First Aid Stations Health Emergency – MRSA / Flu Epidemic

**Note:** May sure you wear your safety equipment at all times to minimize your chance of coming in direct contact with contaminated surfaces.

Task	Infection Prevention Cleaning Guidelines	Frequency
Waste Removal	Empty all trash receptacle units. Replace liners in all small and large receptacles daily. Spot clean all trash receptacles daily with <i>Crew – Floor and Surface Cleaner/Disinfectant</i> . Police the area and remove large debris or material that has been misplaced prior to sweeping and wet mopping. These areas must be maintained by both the	
	Night and Day program.	Daily
Dispensers	Dispensers should be restocked daily and checked for proper operations. Check and empty sanitary napkin disposal receptacles and re-stock with wax bags. These areas must be maintained by both the Night and Day program. Treat all contact points with <i>OXIVIR Spray Cleaner/Disinfectant</i> .	Daily
Floor - Dry Sweeping ↓	Dry sweeping should be performed daily to maintain a sanitary and attractive floor appearance. All areas must be serviced daily as part of the normal schedule, which will account for 100% of the areas unobstructed. If harmful blood and bodily fluids are present make sure you treat the area with <i>ChloraSorb</i> or <i>Nilogel</i> absorbent before continuing. Do not use a dry mop in areas where moisture is normally present.	Daily
Floor - Wet Mopping or Auto-Scrubber	Wet mopping and/or auto-scrubbing in these areas will consist of cleaning <b>100% of the areas not obstructed</b> on a daily basis. Make sure mop water mixture <i>(Crew – Floor and Surface Cleaner/Disinfectant)</i> is changed often to maintain a sanitary surface. It is required that <b>"Wet Floor"</b> signs be posted to warn people of the slip hazards.	Daily
Surface - Cleaning	General surface cleaning consists of cleaning /disinfecting all toilets, urinals, sinks, counters, stall areas, and dispensers daily in Restrooms and Lock Rooms. Allow the proper dwell time for <i>Crew – Floor and Surface Cleaner/Disinfectant</i> to work before rinsing the surface with clean water. Make sure all bright work is wiped off and dried. This program must be maintained by both the Day and Night Program. Inspections should be performed throughout the day to insure that all discrepancies are corrected in a timely manner to maintain a proper setting.	Daily
Surface - Spot Cleaning	General spot cleaning consists of cleaning around entranceways, light switches, doors and frames, etc. Treat all contact points with <i>OXIVIR Spray Cleaner/Disinfectant</i> . In addition to the spot cleaning process, graffiti should be removed from all surfaces daily.	Daily
Surface - Glass	Glass cleaning in Restrooms and Locker Rooms normally consists of mirrored surfaces. This task must be completed daily. Select the proper chemical for cleaning mirrors and glass surfaces.	Daily
Surface - Dusting	Dusting in these areas must be performed if time permits. When dusting, start with high surfaces and work downward. Dust air vents, ledges, stalls, and any other surface that may collect dust. Use a hand duster or vacuum only when a dust cloth is impractical or too time consuming.	As Time Permits

### Assignment Description: Auditorium / L.G.I. / Gymnasium / Corridors / Media Centers Health Emergency – MRSA / Epidemic

**Note:** May sure you wear your safety equipment at all times to minimize your chance of coming in direct contact with contaminated surfaces.

Task	Infection Prevention Cleaning Guidelines	Frequency
Floor – Dust Mopping or Power-Sweeping	Dry mopping and/or power sweeping is to be performed as part of the daily routine in the gymnasium or LGI's. All traffic lanes and open areas should be serviced daily to insure the space or spaces are clear of any and all hazards present. The Auditorium should be cleaned based on usage. If harmful bodily fluids are present make sure you treat	
$\checkmark$	the area with <i>ChloraSorb</i> or <i>Nilogel</i> absorbent before continuing. In addition, a putty knife should be carried to remove gum and other debris from the floor surface.	Daily
Floor – Edge & Corner	To properly clean any hard surface floor, you must edge and corner clean (100% of the areas not obstructed). For edge and corner cleaning, use an Angle Broom, Canister or Backpack Vacuum with and approved <i>HEPA</i> filtration system. This process should be performed as time permits.	As Time Permits
Floor – Wet Mopping or Auto-Scrubbing	Wet mopping and/or auto-scrubbing in these areas will consist of cleaning <b>100% of the areas not obstructed</b> on a daily basis. Make sure mop water mixture <i>(Crew – Floor and Surface Cleaner/Disinfectant)</i> is changed often to maintain a sanitary surface. It is required that <b>"Wet Floor"</b> signs be posted to warn people of the slip hazards.	As Needed
Floor – Vacuuming ↓	Vacuuming is to be performed as part of the daily routine. All traffic lanes and open areas should be serviced daily which will account for approximately 85% of the areas. If harmful blood and bodily fluids are present make sure you treat the area with <i>VoBan</i> or <i>Nilogel</i> absorbent before continuing. Once the absorb product is cleaned up spray the contaminated area with <i>OXIVIR Spray Cleaner/Disinfectant</i> . Carpet Gum Remover and Spotter should also be carried to assist with the removal of all gum and stains from carpet.	Daily
Floor – Edge & Corner	To properly clean a carpeted floor, you must edge and corner clean (100% of the areas not obstructed). For edge and corner cleaning, use a canister or backpack vacuum with the proper floor tools. Spot /Stain removal should be completed during this process. Complete this task by vacuuming the entire area. This process should be performed as time permits.	As Time Permits
Surface – Glass	General glass cleaning consists of spot cleaning entranceways, doors, surrounding glass, etc. This process must be part of the daily cleaning program because of the heightened chance that someone infected will coming in contact with these surfaces. Remove the obvious handprints and smudges with <i>Glance</i> .	Daily
Surface – Spot Cleaning	General spot cleaning consists of cleaning around entranceways, light switches, doors, doorframes, and waste container units. Water coolers and fountains should be kept cleaned throughout the day. Treat all contact points with <i>OXIVIR Spray Cleaner/Disinfectant</i> .	Daily
Organization	One of the keys to cleaning the large areas properly is ensuring that the areas are left in an organized fashion and free of safety hazards. Make sure boxes, office supplies, etc. are removed immediately. Make sure furniture is left in an organized fashion or removed if not in use.	Daily

Department Structure: Emergency Response Team

Kenneth D. Miller	Bill Mlinac	Craig Wyse
Director of Operations	Operation Coordinator (2 <sup>nd</sup> Shift)	Operation Coordinator (1 <sup>st</sup> Shift)
1140 Rankin	1140 Rankin	1140 Rankin
Troy, Michigan 48083	Troy, Michigan 48083	Troy, Michigan
Office: (248) 823-4050	Office: (248) 823-4082	Office: (248) 823-4081
Cell Phone: (248) 961-4750	Cell Phone: (248) 670-4677	Cell Phone: (248) 670-7213
Home: (248) 738-8107	Home: (586) 296-9248	Home: (989) 761-7240

### Custodial Supplies: Emergency Stock

Each district facility is equipment with chemicals, janitorial equipment and paper products for the day to day usage. If addition items are needed during an emergency situation these products are normally stored at 1140 Rankin in the warehouse or custodial storage cage. If for some reason these materials are depleted listed below are the contact names and locations that additional materials can be obtained:

Janitorial / Chemical / Paper	Chemical / Paper Supplies	Chemical / Paper Supplies	Paper Products Only	Chemical / Paper Supplies
Hercules & Hercules, Inc	Jem Industries, Inc.	Ezell Supply Corporation	Ameri-Source	Grainger
19055 W. Davison	1101 Allen Drive	4325 Delemere	9145 Vincent Street	289 Robbins Ave.
Detroit, MI 48223	Troy, MI 48083	Royal Oak, MI 48073	Hamtramck, MI 48211	Troy, MI 48083
Contact: Jim Abbott	Contact: Jeffrey Meltzer	Contact: Ron Ezell	Contact: Thomas Currie	Contact: Carlos Flores-blavier
Office: (313) 933-6669	Office: (248) 583-1879	Office: (248) 549-5990	Office: (313) 924-0696	Office: 248 585-4100
Fax: (313) 933-1801	Fax: (248) 583-1976	Fax: (248) 549-5119	Fax: (313) 924-0697	

### Environmental Issues: Emergency Response

Environmental Consulting – Sar	Bio-Hazardous Wast		
Health Air	Health Air	Health Air	Stericycle Inc.
23941 Research Drive	23941 Research Drive	23941 Research Drive	Administrative Office
Farmington Hills, MI 48335	Farmington Hills, MI 48335	Farmington Hills, MI 48335	1301 E. Alexis
Contact: Scott P. Staber	Contact: Jenna Gillmore Sendra	Contact: Michael T. Daul	Toledo. OH 43612
Owner	Environmental Consultant	Manager, Waste Division	Office: (418) 728-8005
Office: (248) 426-0165	Office: (248) 426-0165	Office: (248) 426-0165	
Cell: (734) 644-0712	Cell: (734) 239-1472	Cell: (517) 376-1799	

**Bio-Hazardous Waste Removal** 

# Protocol – Graffiti

If graffiti is found (internal/external) on district property that depicts the four topics outlined below, the following procedures must be followed:

### Violent Act

- o Contact the Director of Operations immediately
- o Contact Central Office immediately
  - Superintendent
  - Elementary Facilities Asst. Supt. For Elementary Education
  - Secondary Facilities Asst. Supt For Secondary Education
  - Support Facilities Asst. Supt For Business Services
  - Director, Community Relations

#### Bomb Threat

- o Contact the Director of Operations immediately
- Contact Central Office immediately
  - Superintendent
  - Elementary Facilities Asst. Supt. For Elementary Education
  - Secondary Facilities Asst. Supt For Secondary Education
  - Support Facilities Asst. Supt For Business Services
  - Director, Community Relations

**Note**: Lockdown the area immediately, if you are unable to secure the area cover the graffiti without disturbing the surface and post a person to monitor the area until one of the contacts listed above arrives on scene. The Director of Operations and/or Central Office personnel will determine the involvement level, if any, of the Troy police Department. No action is to be initiated by custodial personnel unless otherwise instructed by the Director of Operations and/or Central Office personnel.

### ■ Racial, Immoral, Religion or Gang Relayed

- Contact Troy Police Department
  - Dispatch
- o Photograph Graffiti
- Final step: Custodial personnel remove the graffiti. If they are unable to remove the graffiti they are to contact Maintenance and Operations for additional support.
- General Graffiti
  - Custodial personnel remove the graffiti. If they are unable to remove the graffiti they are to contact Maintenance and Operations for additional support.

# TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

ATTACHMENT E

Equipment

### Troy School District Grounds Vehicles

M & O			DEPT. /				PURCH OR
ITEM	TYPE	YEAR	DRIVER	BODY	SERIAL #	PLATE #	DLVR DATE
1	TRUCK (L)	1998	GROUNDS	CHEV TRUCK W/PLOW	1GBJK34J1WF032534	077 X 257	
2	TRACTOR	1978	GROUNDS	FORD W/LDR	09782-1		Dec-77
3	TRUCK (L)	1999	GROUNDS	CHEV TRUCK W/PLOW	1GDJ7H1D2XJ509071	077 X 258	Mar-99
4	TRACTOR	1984	GROUNDS	FORD - MODEL 1710	UL02517		Nov-84
5	TRUCK (L)	1998	MAIL VAN	CHEV STEP VAN	1GBHP32WXW3302893	077 X 293	Aug-97
6	CART	2002	TROY H.S.	E-Z GO ST-350	76042G01		Aug-02
7	MOWER	2003	GROUNDS	JACOBSON HR-9016	70525-1950		Apr-03
8	TRUCK (L)	2003	GROUNDS	CHEVY DUMP W/PLOW	1GBJK34G83E335896	077 X 259	Jun-02
9	TRUCK (M)	1992	CENTRAL STORES	CHEV C-60 KODIAC	1GBG6H1PONJ101102	077 X 294	Nov-91
10	MOWER	2004	GROUNDS	JACOBSON HR-9016			
11	CART	1994	GROUNDS	GOLF CART W/PAINT MACH			1998
12	CART	1994	GROUNDS	GOLF CART W/PAINT MACH			1998
13	UTIL VEH	1996	GROUNDS	JOHN DEERE MODEL 1800	MD18006-040017		Feb-96
14	UTIL VEH	1996	GROUNDS	JOHN DEERE MODEL 1800	MD1800G-040024		Feb-96
15	AREATOR	1996	GROUNDS				Feb-96
16	AREATOR	1996	GROUNDS				Feb-96
17	SPREADER	1996	GROUNDS	LELY-MODEL WFR	#10201-0922		1996
18	SPREADER	1996	GROUNDS	LELY-MODEL WFR	#10201-0958		1996
19	TRUCK (L)	2000	GROUNDS	CHEVY	1GBJK34J7YF485477	077 X 291	May-00
20	TRAILER		(BIG TRAILER)	US CARGO (2 AXLE)		077 X 299	
21	VAN	2002	GROUNDS	CHEVY VAN	1GCFG15W821240029	077 X 255	Jul-02
22	TRUCK (L)	2005	GROUNDS	CHEVY CLUB CAP	1GCJK39G05E240465	077 X 254	Feb-09
23	TRUCK (L)	2005	GROUNDS	CHEVY TRUCK W/PLOW	1GBJK34GX5E258953	077 X 290	Mar-05
24	TRUCK (H)	2007	CENTRAL STORES	KODIAK	1GBJ6C1387F413731		Jan-07
25	LOADALL	2006	ATHENS	JCB 520-40	1013277		Dec-06
26	MOWER	2007	ATHENS	ExMARK	692688		Aug-07
27	PAINTER	2007	ATHENS	PIONEER 5000 - CLUB CAR	BB0718-754584		Aug-07
28	LOADALL	2006	TROY H.S.	JCB 520-40	1013295		Dec-06
29	MOWER	2007	TROY H.S.	ExMARK	692689		Aug-07
30	PAINTER	2007	TROY H.S.	PIONEER 5000 - CLUB CAR	BB0718-754585		Aug-07
31	LOADALL	2006	GROUNDS	JCB 527-55	1068678		Dec-06
32	PAINTER	2007	GROUNDS	PIONEER 5000 - CLUB CAR	BB0718-754586		Aug-07
33	TRAILER	2006	GROUNDS	JLG EC-14	5DYAA19287C003145	077X297	Nov-06
34	TRAILER	2006	GROUNDS	JLG UT410	5DYAA15137C002949	077X294	Nov-06
35	TRAILER	2004	GROUNDS	BANDIT CB90 - CHIPPER	5409	077X298	May-04
36	TRAILER	2003	GROUNDS	GENIE TMZ3419 LIFT	T3403-206	077X295	Dec-03
37	TRUCK	2009	GROUNDS	CHEVY C7500 DUMP W/PLOW	1GBJ7C1G99F4O6631	077X296	8-Dec

### Troy School District Grounds Equipment Tools Related

GROUNDS						
Description	Mfg.	Serial #	Model	Tag #	Acquired	
Hedge Trimmer	Echo	576112051003	HC-150	60050		
Leaf Blower	Stihl	970152650	BGE60	57353	8/22/07	
Pressure Washer	Graco	A8720	3040	50374	10/14/02	
Rear Tine Tiller	Honda	2001787	FR600	50378	10/30/03	
Walk behind Mower	Ferris	BGF36KAV15	5410	51026		
Ride On Mower Pro Cut 23	Ferris	11661	H2223K	50937	8/1/05	
Snow Blower	Honda	1175706	HS928WAS	60057	12/26/08	
Snow Thrower	Honda	SZBG-6110333	HS520	57383	11/27/07	
Tiller	Honda	1058397	F220A	57340	8/15/07	
Rotary Mower	Honda	7851812	HRR2165vVXA	57395		
Weed Whip	Honda	1046024	HHT25SLTA	57399		
Weed Whip	Honda	1046040	HHT25SLTA	57400		
Weed Whip	Shindaiwa	3049809	T270		9/2/03	
Weed Whip	Shindaiwa	5071566	T270		8/27/03	
Weed Whip	Shindaiwa	5071581	T270			
Weed Whip	Shindaiwa	11050458	T270			
Weed Whip	Honda	HAFA-1050096	HHT25SLTA	60052		
Weed Whip	Honda	HAFA-1045607	HHT25SLTA	60051		
Weed Whip	Honda	HAFA-1050094	HHT25SLTA	60050		
Leaf Blower	Green Machine	519337	4600LP		9/5/03	
Mobile Paint Line Sprayer	Club Cart	BB0718-754586	UN3171	57360		
JCB Telescopic Handler	LoadAll	SLP520406E1068678	527-55	57128		
Weed Whip	Shindaiwa	3045822?	S270A		9/5/03	
Electrical Tester	Fluke	84220427	T5 1000		2/22/05	
Log Splitter	Powertek		26ton			
Rotary Mower	John Deere		8490			
Floating Mover	Huskavarna		HVT52			
Lawn Spreader	Agri-Fab		125		11/2/07	
Welder	Miller			6063		
Drill Press	US Hardware		ZJ4116H			
Welder	Miller	LG390717N	140	57325		
3 Ton Floor Jack	Westward	GG06120427677	1727		11/2/07	
Blade Sharpner	Oregon					
Chainsaw	Stihl		ms460			
Chainsaw	Stihl		ms361			
Chainsaw	Stihl		ms026			
Chainsaw	Stihl		ms025			
Chainsaw	Stihl		PRO			
Stik Edger	Stihl	271460017	KM90			
Stik Edger	Stihl	271460017	KM90			
Stik Edger	Stihl	271460017	KM90			
Lawn Edger	McLane		137			
Lawn Edger	little Wonder		LW045			
Tiller	Mantis	475092				
Tiller	Honda	FG100A1	FG100			
High Pro-Vacuum	Billy Goat		5601			
Generator	Honda	1383898EAAJ	EU2000IAU			

# TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

# **ATTACHMENT F**

# **Board of Education Policies**

#### C-1404 DRUG-FREE WORKPLACE

The Board of Education and its employees will comply with the Drug-Free Workplace Act of 1988. The administration shall develop and implement a drug-free awareness program, and, at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act.

The unlawful manufacture, distribution, possession, sale, or use of a controlled or illegal substance or alcoholic beverage is prohibited on or at all school district buildings and properties, work areas, school-owned or school-approved vehicles, including those used to transport students to or from school or school activities, and at school-sponsored or school-approved activities, events or functions, such as field trips or athletic events, which occur off school property.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination of employment, and/or shall be required to satisfactorily participate in a drug assistance or rehabilitation program approved by the District.

Adopted: April 1989 Revised: February 7, 1995 June 19, 2007

### C-1405 DRUG AND ALCOHOL TESTING FOR SAFETY SENSITIVE POSITIONS

The Board of Education and its employees will comply with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. The Administration shall develop and implement a drug and alcohol testing program and, at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act and implementing regulations.

The unlawful manufacture, distribution, possession, sale or use of a controlled or illegal substance or alcoholic beverage is prohibited on or at all school district buildings and properties, work areas, school-owned or school-approved vehicles, including those used to transport students to or from school or school activities, and at school-sponsored or school-approved activities, events or functions, such as field trips or athletic events, which occur off school property. Violation of this policy shall result in disciplinary action, up to and including discharge.

#### C-1406 SEXUAL HARASSMENT

Sexual harassment of students, employees, or other persons involved in district programs or on district premises is strictly prohibited.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other conduct or communication of any kind of a sexual nature. In particular, such actions are prohibited when:

- 1. Submission to such conduct is made a specific or implied condition of obtaining a benefit;
- 2. Submission to or rejection of such conduct is used as a basis for decisions affecting the individual who submits to or rejects such conduct; or
- 3. Such conduct has the purpose or effect of substantially interfering with an individual's education or employment or of creating an intimidating, hostile or offensive learning or working environment. Examples of such conduct include unwelcome sexual flirtations, advances or propositions, improper sexual comments, verbal abuse of a sexual nature, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, display of sexually suggestive objects or pictures, sexually explicit or offensive jokes, unwanted social invitations, and suggestive or insulting sounds.

All suspected incidents of sexual harassment must be reported to the District immediately.

Anyone found to have engaged in sexual harassment or retaliation shall be subject to appropriate disciplinary action. For students, such discipline could range from verbal or written warnings to suspension or expulsion. For employees, such discipline could range from verbal or written warnings and suspensions without pay to more severe discipline, including the possibility of immediate discharge.

Adopted: February 7, 1995 July 10, 2007

### E-1001 MAINTENANCE OF SCHOOL PROPERTY

It is the duty of each school employee to safeguard and protect the properties of the School District. Care must be taken to see that windows and doors are properly secured before leaving the school building at the close of a day.

Adopted: January 16, 1979 April 21, 1998

### E-1102 USE OF SCHOOL BUILDINGS AND FACILITIES

The superintendent may approve the use of school facilities according to the schedule of fees approved by the Board. The superintendent, or designee, establishes such rules and regulations needed to implement this policy as well as assure the preservation of school district property.

Adopted: February 16, 1976 Revised: January 16, 1979 September 19, 1989 April 21, 1998

### F-1101 FACILITY AND GROUNDS STANDARDS

The superintendent shall establish a program of review and approval to determine that all projects meet district standards. Facility and grounds improvements, alterations or decorating activities shall conform to the materials, colors, installation methods, and safety requirements needed to maintain district wide standards.

Adopted: January 20, 1987 Revised: April 21, 1998

# TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

ATTACHMENT G

**Grounds Budgets** 

# TROY SCHOOL DISTRICT GROUNDS DEPARTMENT

### **GENERAL FUND EXPENDITURES**

	Audited 2006-07	Audited 2007-08	Budgeted 2008-09
Salaries	306,769	341,281	339,000
Benefits	176,162	189,297	180,017
Contract Services	102,038	168,411	143,259
Supplies	44,741	102,727	103,709
Capital Expenditures	-	-	-
TOTAL	\$ 629,710	\$ 801,716	\$ 765,985

# TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

# ATTACHMENT H

**Grounds Maintenance Services Contract** 

### ATTACHMENT H

### **GROUNDS MAINTENANCE SERVICES CONTRACT**

THIS GROUNDS MAINTENANCE SERVICES CONTRACT, (the "Contract") entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2009 (the "Effective Date") by and between TROY SCHOOL DISTRICT, a Michigan general powers School District, whose address is 4400 Livernois, Troy, Michigan 48098 (hereinafter the "School District") and \_\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_\_, whose address is \_\_\_\_\_\_ (hereafter the "Contractor") (collectively the "Parties").

**RECITALS** 

- A. The School District issued a Request For Proposals for Grounds Maintenance Services dated March 2, 2009, as amended by the Addendum dated \_\_\_\_\_\_ (collectively the "RFP"), the purpose of which was to solicit proposals from qualified contractors with the ability to deliver a Turnkey Solution for turf management, snow removal, tree trimming,-\_\_\_\_\_ and other grounds services requested by the School District (the "Grounds Maintenance Services") at a more cost effective price.
- B. The Contractor submitted to the School District a Proposal to the RFP dated \_\_\_\_\_, 2009 ( the "Proposal") to provide all Grounds Maintenance Services contemplated by the RFP.
- C. Pursuant to the terms of the RFP, the Contractor shall be required to enter into a written contract with the School District following written acceptance of the Proposal by the School District.
- D. The Parties agree that certain terms and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

### 1. **RESTATEMENT CONSTITUTES THE CONTRACT**

### (a) **Incorporation By Reference.**

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, the Attachments to the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP.

### (b) Order Of Precedence.

The Contract Documents, which all are incorporated herein by reference, include the following:

- i. This Contract;
- ii. <u>Exhibit A</u> to this Contract the RFP and Attachments;
- iii. **Exhibit B** to this Contract the Facility Lease
- iv. <u>Exhibit C</u> to this Contract Contractor's Proposal Cost Sheet;
- v. <u>Exhibit D</u> to this Contract Inventory of Vehicles, Equipment and Tools (the "Inventory"); and
- vi. Exhibit E to this Contract Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the abovereferenced order from (i) to (vi). However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both parties.

### 2. TERM AND TERMINATION

The term of this Contract shall be for a period of three (3) years, commencing July 1, 2009 (the "Initial Term"). The School District shall have the option to extend this Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the School District's Board of Education, in its sole discretion (each a "Renewal Term"). Nothing in this Contract requires the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised. One Hundred and Twenty (120) days prior to the end of the Initial Term, or any Renewal Term, Contractor shall provide the School District in writing with a detailed fee schedule for the next fiscal year and the School District shall notify the Contractor within sixty (60) days of its receipt of Contractor's detailed fee schedule for the next fiscal year as to whether the School District will exercise any option for a Renewal Term. This Contract may be terminated in accordance with the provisions of the RFP.

### 3. INVOICING AND PAYMENT TERMS

### (a) Invoices.

Contractor shall invoice the School District in equal installments on a once-per-month basis for all Grounds Maintenance Services rendered under the Contract Documents. Invoices shall itemize charges for labor, equipment and supplies for each Facility. Invoices shall be submitted to Troy School District, Accounts payable, 4400 Livernois, Troy, Michigan, 48098.

### (b) Additional Charges.

Any services outside the scope of the Grounds Maintenance Services ("Additional Services") must receive prior written approval from the School District's designee before rendering or invoicing for such Additional Services. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the name of the Facility, the type of Additional Services performed and the number of hours worked. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with <u>Exhibit B</u>.

### (c) Payments.

Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

### 4. SUPPLIES AND EQUIPMENT

### (a) Supplies.

The School District will be responsible for the procurement of all chemicals, custodial paper, trash liners, seed and other supplies other than road salt used for the Grounds Maintenance Services. Contractor will be required to procure all road salt and/or alternate ice melt used on School District Facilities. Contractor personnel are to manage these items efficiently and professionally. All supplied items are for exclusive usage in/on School District Facilities. Contractor is required to document usage, by School District location, when requested by the School District's

designee. Contractor's employees shall requisition necessary supplies in accordance with procedures established by the School District.

### (b) Equipment.

The School District will allow the Contractor to utilize School Districtowned grounds equipment and tools currently in service and identified by the School District in Attachment E to provide the Grounds Maintenance Services contemplated herein. Title to School District-owned equipment and tools shall remain with the School District. The Contractor shall use School District-owned equipment and tools only to provide the Grounds Maintenance Services for the School District, unless otherwise provided for by law. The School District shall, prior to the commencement of the Initial Term of the Contract, provide a re-inventory of District-owned custodial equipment and tools, similar to Attachment E, that will be made available for use by the Contractor for the Grounds Maintenance Services. The School District and Contractor will work to develop a schedule/plan to retire/remove School District-owned equipment and tools from service. Any new equipment or tools which are necessary for the provision of the Grounds Maintenancel Services for the School District shall be purchased by, and title shall remain with, the Contractor. The School District shall have approval rights on the specifications for all equipment and tools purchased. All costs associated with the new equipment and/or tools, including purchase and maintenance/repair, shall be borne by the Contractor. All equipment and tools, whether provided by the School District or purchased by the Contractor, used to service the School District shall be maintained and inspected in strict accordance with the terms and conditions of the Contract.

All equipment and tools must be used exclusively in/on School District Facilities. Movement of equipment or tools between School District locations may only occur with prior approval of School District's designee. The Contractor will be required to replace any such equipment or tools due to loss or theft by Contractor employees or by misuse at Contractor's expense.

### 5. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

The Contractor acknowledges and agrees that unless the School 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 it, and any and all of its agents, employees or representatives who will be on any School District premises to carry out the Grounds Maintenance Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background

checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another School District, intermediate School District, public school academy or nonpublic 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 Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School 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 limited to, reporting to the School District within 3 business days of when it, or any of its agents, employees or representatives who will be on School District premises to carry out the Grounds Maintenance 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 School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School 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 attorneys 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 School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

#### 6. INDEMNIFICATION

#### (a) General Indemnification.

Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors,

employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; (iii) any breach of any applicable Federal, State or local law, rule, regulation or ordinance; or (iv) any breach of any representation or warranty by Contractor under this Contract. The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

#### (b) Environmental Indemnification.

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law Without limiting any other provisions of the Contract or regulation. Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Grounds Maintenance Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or

toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

#### 7. NOTICES

Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

- (A) <u>To the School District</u>. All required notices to the School District shall be delivered to the Superintendent, Troy School District, 4400 Livernois Road, Troy, Michigan, 48098, with a copy to Dana L. Abrahams, Esq, Clark Hill PLC, 151 S. Old Woodward Ave., Suite 200, Birmingham, MI 48009.
- (B) <u>To the Contractor</u>. All required notices to the Contractor shall be delivered to \_\_\_\_\_, Attn: \_\_\_\_\_\_, [ADDRESS].

#### 8. SEVERABILITY

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

#### 9. NO WAIVER

No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.

#### 10. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### 11. ENTIRE CONTRACT

This instrument contains the entire Contract entered into between the Parties hereto; its terms may not be modified except in writing signed by the Contractor and the School District. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the School District and the Contractor.

#### 12. INSOLVENCY

In the event, the Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the School District's option; this Contract may be immediately terminated by the School District.

#### 13. Non Appropriation of Funds

The School District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2009-10 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Grounds Maintenancel Services described in this Contract, the District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

#### 14. DISPUTE RESOLUTION

Except for the pursuit of injunctive relief, any claim, dispute, difference or disagreement (a "Dispute") arising under or relating to this Contract shall be settled in accordance with the following:

(a) Any and all Disputes must be submitted in writing by the aggrieved party to the other party describing the Dispute in detail within a reasonable time after the occurrence of events giving rise to the Dispute or within a reasonable time after the claimant first recognizes the condition(s) giving rise to the Dispute, whichever is later, and a Dispute does not arise until such written notice is given;

- (b) Within thirty (30) days following the submission of the written Dispute, the party to whom the Dispute is submitted shall respond in writing. If no written response is provided within thirty (30) days, the Dispute shall be deemed denied;
- (c) As a pre-condition to litigation, if the Dispute is denied, either party may, within thirty (30) days of such denial, refer the Dispute to non-binding arbitration in Oakland County, Michigan. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the District and the Contractor.

Nothing in this Section shall circumvent, effect or limit the District's right to terminate the Contractor in accordance with Section 2.6 of the RFP.

#### 15. MEETINGS

TRAV SCHOOL DISTRICT

The Supervisor/Project Manager for the Grounds Maintenance Services, as designated by the Contractor pursuant to the Contract Documents, shall schedule monthly meetings with the Director of Operations of the School District to discuss the provision of the Grounds Maintenance Services, or more frequent as requested by the School District.

**IN WITNESS WHEREOF:** the Parties hereto on this day execute this Contract as of the Effective Date.

ICONTRACTORI

Ву:	Ву:
lts:	lts:
Date:	Date:

5777689.1 21968/127691

## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

**ATTACHMENT I** 

Lease Agreement

### ATTACHMENT I (TO RFP)

#### EXHIBIT B TO CONTRACT

#### LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this day of \_\_\_\_\_, 2009, by and between **TROY SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 4400 Livernois Road, Troy, Michigan 48098 (hereinafter referred to as "Landlord") and \_\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_\_, whose address is \_\_\_\_\_\_, thereinafter referred to as "Tenant").

#### <u>Recitals</u>

A. The School District issued a Request For Proposals for Grounds Maintenance Services (the "RFP"), dated March 2, 2009, the purpose of which was to solicit proposals from qualified vendors with the ability to provide comprehensive facility grounds maintenance services for the School District at a more cost effective price.

B. The Contractor submitted to the School District a Proposal in response to the RFP, dated \_\_\_\_\_\_, 2009, to provide daily grounds maintenance services and general grounds equipment maintenance services to the School District (the "Proposal").

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal.

D. Pursuant to the Grounds Maintenance Services Contract between Landlord and Tenant, dated \_\_\_\_\_\_, 2009 (the "Contract"), incorporated herein by reference as if fully set forth herein, Tenant shall provide certain Grounds Maintenance Services (as those terms are defined in the Contract) to the Landlord.

E. In accordance with the Contract, Tenant desires to lease from Landlord the Landlord's Grounds Maintenance Facility, including parking areas, located behind 1140 Rankin Street, Troy, Michigan 48083 (the "Facility"), in order to provide the Grounds Maintenance Services under the Contract.

**Now THEREFORE,** in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. <u>Leased Premises</u>: In consideration of the rents, covenants and conditions contained herein, and as further defined in Paragraph 2 of this Lease, Landlord hereby leases to Tenant and Tenant hires from Landlord the Facility (the "Leased Premises").

Use of Leased Premises: During the Lease Term, Tenant shall use and 2. occupy the Leased Premises for the sole purpose of storage, maintenance, service and repair of Landlord-owned Grounds equipment and its White Fleet (as defined in the RFP) servicing the School District and to provide the Grounds Maintenance Services required under the terms and conditions of the Contract and for no other purpose(s) without the prior written consent of Landlord. Tenant shall have exclusive use of the Leased Premises, subject to this Paragraph and Paragraph 25 of this Lease. Notwithstanding the foregoing, the School District may, at its sole discretion, permit other public, private and/or parochial school districts to use a portion of the Facility for their grounds servicing operations, provided such use does not interfere with the Tenant's provision of the Grounds Maintenance Services contemplated under the Contract. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant's principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid federal. state or local law, order, rule or regulation of any governmental authority. Tenant is responsible for verifying that anyone performing work on behalf of Tenant under this Lease has obtained and maintains all necessary licenses and permits to provide the Grounds Maintenance Services under the Contract. Tenant shall use and occupy the Leased Premises subject to all School District policies, procedures or regulations of Landlord. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, and Landlord has given Tenant ten (10) days prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Tenant agrees to pay all reasonable charges that Landlord shall pay for hauling rubbish and dirt. Said charges shall be deducted by Landlord from the amounts owed to Tenant under the Contract.

3. <u>Term</u>: The term of this Lease shall be the same as the term of the Contract (the "Lease Term"). The Lease Term shall commence on July 1, 2009 and end when the Contract expires or is earlier terminated. Tenant hereby acknowledges that it has no expectation of a lease for the Leased Premises beyond the Lease Term.

4. <u>Rent</u>: Tenant shall pay Landlord as annual rent for the Leased Premises during the Lease Term the sum of One and 00/100 (\$1.00) Dollar.

5. <u>Acceptance of the Leased Premises</u>: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the date of this Lease. 6. <u>Alterations and Improvements</u>: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent.

7. <u>Maintenance and Repairs</u>: Tenant agrees to keep the Leased Premises in good order and repair as reasonably required to keep the Leased Premises in its current condition, normal wear and tear excepted. In addition, Tenant shall be responsible for all damages to the Leased Premises caused by the negligence or willful acts of Tenant and Tenant's agents, representatives, employees, invitees and licensees. Notwithstanding the foregoing, Landlord shall be responsible for all major capital improvements or repairs to the Leased Premises.

8. <u>Utilities</u>: Tenant shall pay the cost of all utilities supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible to Tenant for any loss or interruption of utility services.

9. <u>Janitorial Services</u>: Tenant shall furnish, at its own expense, all janitorial services for the operation of the maintenance garage area of the Leased Premises. Tenant shall provide janitorial services for the work space and groundskeeper's lounge areas of the Leased Premises. However, in the event the Tenant's use of the Leased Premises shall render the Leased Premises with excessive dirt and rubbish, as determined in the sole discretion of Landlord, the Tenant hereby agrees to reimburse Landlord for the direct expense that Landlord incurs in providing janitorial services to remediate such condition, including salary and/or hourly wage of its employees as well as any overtime expenses incurred and the cost of janitorial supplies.

10. <u>Snow Removal</u>: Tenant shall be responsible for all snow removal from all grounds vehicles.

Parts, Hand Tools, Supplies, Materials and Equipment: 11. Prior to the commencement of the Lease Term, Landlord and Tenant shall mutually inventory all spare parts, including but not limited to motor oil, replacement blades for mowers, chain saws, chippers and snow throwers, sprinkler heads, tires, etc. (collectively the "Spare Parts"), hand tools, supplies, materials and equipment which are owned by the Landlord and located at the Leased Premises (the "Inventory"). Any and all Spare Parts, hand tools, supplies, materials and equipment which are mutually deemed to be obsolete will be properly disposed of by Landlord. Any and all Spare Parts, hand tools, supplies, materials and equipment which are mutually deemed useable by Landlord and Tenant for the provision of the Grounds Maintenance Services under the Contract may be utilized by Tenant. Existing Spare Parts shall be used solely for the maintenance and repair of Landlord-owned vehicles and equipment. Once the existing allotment of Spare Parts, hand tools, supplies, materials and equipment is exhausted, it shall be Tenant's responsibility to procure all Spare Parts, hand tools, supplies, materials and equipment necessary to provide the Grounds Maintenance Services required under the Contract. Landlord shall be responsible, subject to Paragraph 7 above, for the repair and/or replacement of any large tools and equipment, being such tools and equipment which are fixtures or immovable tools and equipment within the Leased Premises (the "Large

Equipment"). Such Large Equipment will be specified in the Inventory mutually conducted by the Landlord and Tenant and will be maintained by Tenant and returned to Landlord upon the expiration or earlier termination of this Lease, normal wear and tear excepted. Any damage to, or loss of, any tools, supplies, materials and equipment in the Inventory shall be repaired or replaced at Tenant's sole cost and expense.

12. <u>Tenant's Personal Property</u>: Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

13. <u>Building Insurance</u>: Landlord shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."

14. Insurance: In addition to the insurance required under the Contract, Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect (i) commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of more than one person, in any one accident or occurrence and One Million and 00/100 (\$1,000,000.00) Dollars for damage to property. The policy or policies of such insurance shall include Landlord as both an additional named insured and loss payee. Tenant agrees to deliver to Landlord, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of Landlord shall thereby be as fully protected as they would otherwise if this option to Tenant to use blanket policies were not permitted.

15. <u>Indemnification</u>: Tenant shall indemnify, defend and hold Landlord, officers and members of its Board of Education (in their official and individual capacities) and employees harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with Tenant's use and occupancy of the Leased Premises, from the negligence of Tenant, its agents, representatives, employees, contractors, licensees, invitees, and/or from Tenant's violation of any of the terms of this Lease.

16. <u>Damage or Destruction - Fire or Other Cause</u>: In the event of a partial destruction of the Leased Premises, the Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as Landlord

and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Lease shall not be terminated. In the event that such repairs cannot reasonably be made within ninety (90) days time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Lease to automatically terminate, without the requirement of notice.

17. <u>Environmental Warranty</u>: Tenant represents, warrants and covenants to Landlord the following:

Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," which, for purposes of this lease, shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease.

The Parties acknowledge that the Tenant's activities as defined in Paragraph 2 above may involve the use, generation and storage of Hazardous Substances as defined below; however, Tenant shall not dispose of or allow the release, spillage or emission of Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

Tenant shall immediately and promptly notify Landlord of any release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws with respect to the Leased Premises.

The Landlord shall be responsible for any environmental conditions existing on the Leased Premises prior to the commencement of the Lease Term.

#### 18. <u>Environmental Indemnification</u>

Tenant hereby agrees to indemnify, defend and hold harmless A. Landlord, its successors, assigns, officers and members of its Board of Education (in their individual and official capacities) and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises, or violation of any Environmental Laws, from and after the date of this Lease; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws.

B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

19. <u>Assignment and Subletting</u>: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

20. <u>Default and Termination</u>: Default and termination shall be governed by terms and conditions of the Contract. Notwithstanding the foregoing, upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its

effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

Bankruptcy: If Tenant shall file a petition in voluntary bankruptcy or be 21. voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Tenant or for all or a substantial part of the property of Tenant and Tenant is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Tenant or the readjustment of Tenant's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Lease. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of Landlord, shall cease and determine and from thenceforth it shall be lawful for Landlord to re-enter into and repossess the Leased Premises situated thereon and Tenant and each and every occupant to remove and put out and to relet said Leased Premises for his own benefit; but reserving to Landlord all such rights as he may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

22. <u>Damages</u>: In the event of the termination of this Lease or any provisions of law by reason of Tenant's default hereunder, Tenant shall pay Landlord as damages sums equal to the Rent which would have been payable by Tenant had this Lease not so terminated, payable on the days specified in Paragraph 4, until the expiration of the full Lease Term hereby granted; provided, that Landlord shall have the duty to mitigate such damages by releting all or any part of the Leased Premises during said period, and Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of the Lease and of the reletting, excluding any redecoration costs.

23. <u>Surrender of Leased Premises</u>: Upon the expiration of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and subject to Paragraph 7 hereof Tenant shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal. 24. <u>Mechanics' Liens</u>: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall keep the Facility, its improvements, and the land of which the Leased Premises are a part, free and clear of all mechanics' liens resulting from construction done by or for Tenant.

25. <u>Access to Leased Premises</u>: Landlord shall at all times have the right to access the Leased Premises for the purpose of, without limitation, carrying out its day-to-day operations, to inspect the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Lease or the Contract and/or monitor the Tenant's activities to ensure Tenant's compliance with the terms and conditions of the Contract. Moreover, in the event of an emergency which requires Landlord to use the Leased Premises, Landlord's needs/requirements for the Leased Premises shall take precedence over Tenant's rights hereunder. Determination of priority of use of the Leased Premises shall be determined by Landlord in its sole and absolute discretion.

26. <u>Compliance</u>: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances (including all permits and plans applicable thereto) of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

27. <u>Challenge</u>: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease.

28. <u>Holding Over</u>: Any holding over by the Tenant after the expiration or termination of this Lease or the Contract, without the consent of Landlord, shall be construed to be a tenancy from month to month and the Rent to be paid by Tenant shall be at fair market value as determined by Landlord in it sole discretion. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of Landlord, and Tenant shall be a Tenant at sufferance only during the period of any such holding over without the consent of Landlord.

29. <u>Taxes and Special Assessments</u>: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

30. <u>No Waiver</u>: The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either

party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing.

31. <u>Notices</u>: Unless otherwise provided in this Lease, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The Landlord or the Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

A. <u>To the Landlord</u>. All required notices to the Landlord shall be delivered to the Superintendent, Troy School District, 4400 Livernios Road, Troy, Michigan 48098, with a copy to Dana L. Abrahams, Esq, Clark Hill PLC, 151 S. Old Woodward Ave., Suite 200, Birmingham, MI 48009.

B. <u>To the Tenant</u>. All required notices to the Tenant shall be delivered to

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32. <u>Heirs and Assigns</u>: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

33. <u>Vacation or Abandonment</u>: In the event Tenant shall abandon or vacate the Leased Premises before the end of the term, Landlord shall have the right and duty to relet the Leased Premises for such rent and upon such terms as Landlord is able to obtain. In the event a sufficient sum is not realized by such releting, to pay to Landlord the equivalent of the rents reserved to Landlord from Tenant under the provisions of this Lease, Tenant promises and agrees to pay to Landlord the amount of such deficiency each month during the balance of such term.

34. <u>Condemnation</u>: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of the Landlord.

35. <u>Quiet Enjoyment</u>: Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

36. <u>Policies/Regulations</u>: Tenant, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all of the Troy School District policies, procedures and regulations.

37. <u>Miscellaneous Provisions</u>: The following miscellaneous provisions form a part of this Lease:

A. Time is of the essence of each provision of this Lease.

B. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

D. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan.

E. This Lease contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

F. The captions of this Lease shall have no effect on its interpretation.

G. The parties hereto agree that no employees, volunteers, agents and personnel of either party shall be considered to be employees of the other, and acknowledge that this Lease does not create a partnership or joint venture between them.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed as of the day and year first above written.

TROY SCHOOL DISTRICT	[CONTRACTOR]	
Ву:	Ву:	
Its:	Its:	
Date:	Date:	

## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

ATTACHMENT J

**Pricing Sheets** 

### TROY SCHOOL DISTRICT GROUNDS MAINTENENCE SERVICES REQUEST FOR PROPOSAL # 9596 DETAILED RFP PRICING PROPOSAL FORM FOR BASIC CUSTODIAL SERVICE

SERVICE	2009/10 BASE PROPOSAL	2010/11 BASE PROPOSAL	2011/12 BASE PROPOSAL
Grounds Maintenance			
Central Warehouse			
Grand Total			

SALT/ICE MELT		
(price per ton)		

## GROUNDSKEEPERS

The cost to increase or decrease custodial staffing by four (4) hours or eight (8) hours per day (one-half and one full-time position respectively) during the life of the contract, indicate add/deduct the sum of:

four hours	(\$	)/per
eight hours	(\$	)/per
Hourly Rate for Saturday Regular Shift Staffing		\$ /hour
Hourly Rate for Saturday Afternoon Shift Staffing		\$ /hour
Hourly Rate for Saturday Evening Shift Staffing		\$ /hour
Hourly Rate for Sunday Regular Shift Staffing		\$ /hour
Hourly Rate for Sunday Afternoon Shift Staffing		\$ /hour
Hourly Rate for Sunday Evening Shift Staffing		\$ /hour
Hourly Rate for Emergency Services		\$ /hour
Hourly Rate for Holidays		\$ /hour
Hourly Rate for Weekday Overtime Staffing		\$ /hour

All pricing for extensions shall be negotiated by the parties. Any adjustment to the three (3) year RFP pricing proposal from the base fee of this contract will be effective July 1, 2012. The annual base rates will be adjusted by the lesser of the average of the annual percentage changes in May's Consumer Price Index for the previous 12 months as published by the U.S. Department of Labor of Urban Wage Earner and Clerical Workers, 1982-84 - U. S. cities, or 3.0%, whichever is less. The new rate will begin on the first day of July.

## WAREHOUSE DRIVER

The cost to increase or decrease custodial staffing by four (4) hours or eight (8) hours per day (one-half and one full-time position respectively) during the life of the contract, indicate add/deduct the sum of:

	(\$	)/per
four hours		
	(\$	)/per
eight hours		
Hourly Rate for Saturday Regular Shift Staffing		\$ /hour
Hourly Rate for Saturday Afternoon Shift Staffing		\$ /hour
Hourly Rate for Saturday Evening Shift Staffing		\$ /hour
Hourly Rate for Sunday Regular Shift Staffing		\$ /hour
Hourly Rate for Sunday Afternoon Shift Staffing		\$ /hour
Hourly Rate for Sunday Evening Shift Staffing		\$ /hour
Hourly Rate for Emergency Services		\$ /hour
Hourly Rate for Holidays		\$ /hour
Hourly Rate for Weekday Overtime Staffing		\$ /hour

All pricing for extensions shall be negotiated by the parties. Any adjustment to the three (3) year RFP pricing proposal from the base fee of this contract will be effective July 1, 2012. The annual base rates will be adjusted by the lesser of the average of the annual percentage changes in May's Consumer Price Index for the previous 12 months as published by the U.S. Department of Labor of Urban Wage Earner and Clerical Workers, 1982-84 - U. S. cities, or 3.0%, whichever is less. The new rate will begin on the first day of July.

## **Employee Compensation and Benefits Table**

POSITION	Pay Rate \$	List Available Benefits	Employer Fully Pays	Employer Partially Pays	Employee Fully Pays
Project Manager					
Groundskeeper					
Warehouse Driver					
OTHER POSITIONS (SPECIFY)					

## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596

# ATTACHMENT K

# **Familial Disclosure Statement**

#### SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

All Vendors submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Vendor submitting a proposal and any member of the Troy School District Board or the Troy School District Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The members of the Troy School District Board are: Carol Pochodylo, Wendy Underwood, Todd Miletti, Ida Edmunds, Paula Fleming, Gary N. Hauff and Nancy Philippart. The Troy School District Superintendent is: Barbara A. Fowler.

#### □ <u>The following are the familial relationship(s):</u>

	Owner/Employee Name		<b>Related to:</b>	<b>Relationship</b>
1				
2		-		
3		-		
4				
5		-		

Attach additional pages if necessary to disclose familial relationships.

VENDOR/FIRM NAME		
BY (SIGNATURE)		
PRINTED NAME AND TITLE		
Subscribed and sworn before me, this	Seal:	
day of, 20, a Notary Public in and for County,		
(Signature)		
NOTARY PUBLIC		
My Commission expires		

<sup>□ &</sup>lt;u>There is no familial relationship that exists</u> between the owner or key employee of the Vendor submitting a proposal and any member of the Troy School District Board, or the Troy School District Superintendent.

## TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL #9596 ADDENDUM #1

1.1.5 <u>Copies of Proposal</u>: The Proposer shall also submit with the signed original of its Proposal six (6) NINE (9) complete copies of the signed original Proposal.

#### 6.25 Snow and Ice Management

The Contractor will be responsible for clearing snow and ice, and for distributing ice-melt around parking lots and pathways on all School District Facilities. The School District will provide for the removal of snow and distribution of salt on sidewalks and building entranceways.

When snow continues to fall after the snow removal crew has initially plowed, Contractor may be required to re-plow parking lots as needed to assure maximum safety for Facility users.

Contractor will be responsible for application of ice melter as defined within Attachment D Section 2. For purposes of this RFP, all contractors are to base initial contract year salt costs at \$80 per ton. Charges for salt application shall be adjusted (up or down) based on actual charges incurred by Contractor for salt. Such pricing shall be adjusted based on salt costs on November 15, January 15 and March 15 of each contract year. Contractor shall not include markup on salt. School District reserves right to verify actual charges incurred by Contractor for all salt purchases. Pricing on Revised Pricing sheets (Attachment J) shall be stated per location along with application rate in square feet per ton of salt applied.

NOTE: It is the intention of the School District to allow Contractors the ability to adjust charges for unknown increases and/or decreases in salt costs. By basing all RFP responses on the same starting point (\$80 /ton), the School District can better compare proposal costs. Contractor would then be able to increase costs as needed should the market price for salt exceed this base rate. School District could also benefit from reduced costs for salt application should the market price decrease from base RFP costs.

### Troy School District Facility Locations

#### Acreage Managed

			Manayeu
Elementary Schools			
Barnard Elementary	3601 Forge	Troy	48083 17.3 acres
Bemis Elementary	3571 Northfield Parkway	Troy	48084 15.38 acres
Costello Elementary	1333 Hamman	Troy	48085 23 acres
Hamilton Elementary	5625 Northfield Parkway	Troy	48098 14.83 acres
Hill Elementary	4600 Forsyth	Troy	48085 12.9 acres
Leonard Elementary	4401 Tallman	Troy	48085 16.05 acres
Martell Elementary	5666 Livernois	Troy	48098 14.2 acres
Morse Elementary	475 Cherry	Troy	48083 9.75 acres
Schroeder Elementary	3541 Jack	Troy	48084 10 acres
Troy Union Elementary	1340 E. Square Lake Rd	Troy	48085 21.78 acres
Wass Elementary	2340 Willard	Troy	48085 21.4 acres
Wattles Elementary	3555 Ellenboro	Troy	48083 19 acres
Middle Schools			
Baker Middle School	1359 Torpey	Troy	48083 40 acres
Boulan Park Middle School	3570 Northfield Parkway	Troy	48084 16 acres
Larson Middle School	2222 E. Long Lake	Troy	48085 31.94 acres
Smith Middle School	5835 Donaldson	Troy	48085 20 acres
High Schools			
Athens High School	4333 John R	Troy	48085 50 acres
International Academy East	1291 Torpey	Troy	48083 see Baker MS
Troy High School	4777 Northfield Parkway	Troy	48098 73.13 acres
Support Facilities			
Administrative Center	4400 Livernois	Trov	48098 12.43 acres
Niles Center		Troy	
Rankin	201 W. Square Lake 1140 Rankin	Troy Troy	48098 13.6 acres 48083 1.57 acres
Services Building	4420 Livernois	Troy	48098 see Admin Center
Transportation Garage	120 Hart	Troy	48098 4.85 acres
Tansportation Garage	12011011	noy	+0000 4.00 aures

## **ATTACHMENT J**

### TROY SCHOOL DISTRICT GROUNDS MAINTENANCE SERVICES REQUEST FOR PROPOSAL # 9596 DETAILED RFP PRICING PROPOSAL FORM FOR BASIC SERVICE REVISED

SERVICE	2009/10 BASE PROPOSAL	2010/11 BASE PROPOSAL	2011/12 BASE PROPOSAL
Grounds Maintenance			
Central Warehouse			
GRAND TOTAL			

SALT APPLICATION (sq footage per ton)

Location	Base cost per application
Athens High School	
Troy High School	
International Academy East	
Baker Middle School	
Boulan Park Middle School	
Larson Middle School	
Smith Middle School	
Barnard Elementary	
Bemis Elementary	
Costello Elementary	
Hamilton Elementary	
Hill Elementary	
Leonard Elementary	
Martell Elementary	
Morse Elementary	
Schroeder Elementary	
Troy Union Elementary	
Wass Elementary	
Wattles Elementary	
Administration Building	
Services Center	
Transportation Garage	
Niles Center	
Rankin Facility	

#### Troy School District Grounds Maintenance Services Pre-Bid Meeting March 13, 2009

A mandatory pre-bid meeting to review the terms and conditions contained within the Troy School District Request for Proposal #9596 – Grounds Maintenance Services was held at 4400 Livernois, Troy, Michigan, 48098 at 8:00 a.m., March 13, 2009. The following individuals were in attendance:

- F. Lams-Troy School District
- K. Miller-Troy School District
- L. Cugliari-Landscape Services
- S. Sturn-Davey Sports Turf
- B. Stewart-TruGreen
- D. Martindale-D & E Landscaping
- J. Pobol-GCA Services Group
- R. Maloney-Advanced Supply
- M. Holz-Rolar Property Services
- B. Schultz-Etkin Equities
- M. Wilson-Aramark

- M. Adamczyk-Troy School District
- A. DeLeo-Troy School District
- J. Parkinson-United Lawnscape
- R. Kilbreath-D.M. Burr
- D. Klier-Professional Grounds Services
- B. Dreyer-Omni Facility Services
- T. Moore-GCA Services Group
- A. Derrick-Backer Landscaping
- J. Tomaschko-Mid Thumb Auctioneering
- D. Morson-Aramark

Frank E. Lams, Purchasing Supervisor, opened the meeting with brief personnel introductions. Mr. Lams reiterated that outside of this pre-bid meeting, any communications regarding the RFP must be made in writing (fax, email, US mail) to his attention. No reply will be made to verbal questions. Deadline for all written questions is March 20, 2009. Mr. Lams reminded those in attendance that responses to this RFP are due by 3:00 pm on April 14 at the Purchasing Department, 1140 Rankin, Troy, Michigan 48083 and NOT the location of the pre-bid meeting.

At the close of the pre-bid meeting, all interested contractors were welcome to tour Athens and Troy High School properties.

Mr. Lams then opened up the floor to questions. The questions and related responses are documented below.

**NOTE**: Questions have been arranged according to topic and are not necessarily in the order in which they were asked.

#### **Q.** Is a bid bond or performance bond required when submitting proposal?

A. A bid bond must be included. A Performance bond is not required at this time; however, one would be required before the awarded Contractor begins work July 1.

#### Q. Should weekend work be included in base bid?

A. No. Base bid is Monday through Friday. Weekends should be considered separate billable items.

#### Q. Do the uniforms need to have names stitched on?

A. Yes. The individual's first name and company logo is required to be sewn directly onto uniform.

#### Q. Who is responsible for all current School District equipment?

A. The contractor will be responsible for all maintenance which is currently provided by the School District staff and/or the City of Troy Department of Public Works.

#### Q. Who is responsible for the insurance on the vehicles?

A. The School District has ownership of the vehicles and therefore is responsible for the insurance.

#### Q. Does the contractor have the option to purchase the equipment?

A. Not at this time.

#### Q. Will the School District provide repair costs on vehicles for the last year?

A. The repair cost for the 2007-08 school year was \$56,187.

#### Q. Will the School District provide usage costs for salt for the last year?

A. The School District spent \$47,402 on salt during the 2007-08 school year.

#### Q. How often does the Grounds Department deliver salt to the buildings?

A. Twice a week during the entire winter or as otherwise needed.

#### Q. Does the School District use calcium chloride for specific surfaces?

A. Yes but a minimal amount. Usually only two pallets are ordered/used per year.

#### Q. Where is the salt purchased?

A. The salt is currently purchased through the City of Troy. Please refer to Addendum #1.

#### Q. Are all School District vehicles used for Grounds Maintenance Services listed on RFP?

A. No. The School District has just taken delivery of some brand new vehicles (two Chevrolet 4500 dump trucks have been added since the original vehicle listing was released).

# Q. What other duties are required from contractor that you may not see in a typical RFP for Grounds Maintenance Services?

A. To begin, a Central Stores Driver position is included within this RFP. Duties include daily delivery of mail to all buildings, pulling of warehouse stock, inside delivery of inventory for building orders and unloading of trucks as needed. This position reports directly to Mr. Lams. The positions within the Grounds Maintenance Services department report to Mr. Miller. The Grounds Maintenance Services duties include cleaning of press boxes and concession restrooms at the high schools, stadium cleaning and policing of parking lots.

#### Q. Are there duties associated with the artificial turf at the high schools?

A. Yes. The turf maintenance will be the responsibility of the contractor and will include marking, spraying, minor repairs, etc.

#### Q. When are the fields cleaned?

A. Generally, the fields are cleaned between events. However, cleanup is done on Saturday mornings after a Friday night football game.

#### Q. Is the lease agreement referred to in the RFP mandatory?

A. The building referred to for lease is a small building located behind 1140 Rankin which consists of one bay, a service area and storage where minor repairs are typically performed. Leasing of this building is not required; that decision would entirely be up to the contractor.

#### Q. Is contractor allowed to propose alternate staffing, methods, etc?

A. The RFP provides information on what and how the School District currently operates the Grounds Department. The contractor is welcome to propose alternate methods that will meet the requirements and standards set by the School District.

#### Q. Is the contractor required to utilize the School District's equipment?

- A. No. However, contractor's equipment must meet OSHA requirements and be in good working order.
- Q. If the contractor utilizes their own equipment, will they remain responsible for maintenance of School District equipment as stated in RFP?
- A. No. However, the contractor will remain responsible for maintenance of small equipment at the individual School District sites (i.e. weed whackers, leaf blowers, snow blowers, etc.)

#### Q. What is the average cost of the small equipment preventative maintenance?

- A. The School District spends less than \$5,000 annually for preventative maintenance.
- Q. What type of equipment is located at the schools that the Contractor would be responsible for?
- A. The School District sites utilize leaf blowers, weed whackers, snow blowers, several zero-turn mowers, riding mowers and several walk-behind mowers. These are used by the custodial staff for maintenance of walkways, weed beds, fence lines and grass areas where larger equipment can not access.
- Q. Is the Troy School District Board of Education really looking to privatize Grounds Maintenance Services or is this a "bargaining chip"?
- A. No, this process is not a bargaining chip. The Board of Education is committed to considering all proposals. However, an award will only be made in the event that an overall benefit to the Troy School District community is clearly evident.

#### Q. What union does the Grounds personnel currently belong?

- A. The bargaining unit is an affiliate of the MEA.
- Q. If the union makes concessions resulting in the savings provided by outsourcing, would a contractor still be awarded?
- A. Provided that the current bargaining unit would provide concessions, it is doubtful there would be an economic benefit to the School District to privatize these services.

#### Q. How many staff members are within this department?

A. Six total: Five full-time within Grounds, one full-time Central Stores Driver. The School District also provides two (2) additional seasonal workers from the custodial unit to supplement grounds work at the high schools during the spring athletic season.

#### Q. Would contractor be responsible for stadium lighting and parking lot lights?

A. Only the lights that can be accessed by ladder or manlift. Stadium lighting and tower lights are currently subcontracted out.

#### Q. Would contractor be responsible for the irrigation system?

A. Irrigation is done at both high schools and Costello Elementary. The contractor's responsibility will be for minor repairs (aligning sprinkler heads, replacing heads, etc.). The School District hires an outside contractor to winterize the lines and recharge the system in the spring.

#### Q. Is the School District currently doing snow removal at the high schools?

A. School District personnel maintain the high school lots during the day. The School District is currently contracting out plowing/salting for after hours. However, please note that <u>ALL</u> snow removal and salting at both high schools is included within this RFP.

#### Q. Will this contract be awarded as "all or none"?

- A. The School District is open to reviewing all possibilities.
- Q. Since the School District would undoubtedly receive much better pricing on bulk salt from the City, would it be possible for the School District to negotiate that price?
- A. Please refer to Addendum #1.

#### Q. Is there salt storage onsite?

A. The School District does not have the facilities to store salt on site.

#### Q. Is snow removal from the walk-ways required?

A. No, that is not part of this RFP. Walk-ways and city walks are done by custodial staff.

### Q. Is the Contractor allowed to use School District vehicles to pick up parts, etc?

A. Yes.

#### Q. Who is responsible for fuel?

A. The Contractor.

#### Q. Who is responsible for salt?

A. The contractor. Please refer to Addendum #1.

#### Q. Is liquid deicing chemicals used on Troy School District property?

- A. The School District does not currently utilize liquid deicer, primarily due to the specialized equipment necessary.
- Q. Is it possible for a contractor to leave large equipment in the parking lot, especially the high schools, for snow removal?
- A. Yes. The Contractor would be liable for any such equipment left on site.

#### Q. Is it possible to obtain a three (3) year history of overtime hours by position?

A. Yes. Please see below.

Employee	nployee 2007-08 Hours		2006-	07 Hours	2005-06 Hours		
	Time & 1/2	Double Time	Time & 1/2	Double Time	Time & 1/2	Double Time	
Grounds A	174.75	37.00	109.50	2.00	146.00	24.50	
Grounds B	185.00	76.50	160.00	30.00	139.75	34.00	
Grounds C	217.50	70.50	214.50	23.50	225.25	47.00	
Grounds D	144.25	64.50	86.00	30.50	145.25	30.75	
Grounds E	463.75	84.75	278.25	54.00	329.00	78.00	
Central	138.50	0.00	124.50	0.00	17.50	0.00	
Stores							

#### Q. Does the School District ever add additional staff?

- A. Yes. One extra person is added at each high school site from April 1 to June 1 for the marking of ball fields.
- Q. Who is responsible for the maintenance of fields and necessary supplies/materials?
- A. The ball fields will be maintained by the Contractor with the materials purchased by the School District.

#### Q. Does the School District use fertilizer?

A. Starter fertilizer may be used in compliance with all IPM and School District standards.

#### Q. What is the number of overseedings?

- A. Four per year.
- Q. Due to the fluctuating price of gas and salt, is it acceptable to negotiate the second and third year of contract?
- A. Price negotiation is acceptable for year 2 & 3 provided it is <u>clearly indicated</u> in response. However, the first year under any contract resulting from this RFP should reflect a firm price for both.

#### Q. What time does staff currently come in for snow removal?

A. Contingent on weather forecasts, staff reports at 12:00 midnight and works until 6:00am which is overtime. If only salting is required, then staff reports at 4:00am. The normal start time for Grounds is 6:00am.

#### Q. With five current staff members, what is the School District's current "model"?

A. Between March 1 and November 1:

One employee is assigned to each high school One employee is assigned to mowing the east side of the School District One employee is assigned to mowing the west side of the School District One employee is assigned to "central" (repairs, moving equipment, etc.)

# **Q.** It appears that the overall RFP will come down to labor costs. Is that correct? *A.* Yes.

#### Q. Are there any individuals you would not hire back?

A. The School District believes that all employees impacted by this RFP are very good employees. The current economic conditions being encountered are the sole reason for entering this process.

#### Q. Will you distribute a list of bidders in attendance?

A. Yes. Please see attached.

#### Q. What supply item(s) is the contractor required to provide?

A. Fuel and salt.

# Q. I was unable to attend the pre-bid meeting, however, we are very interested in submitting a bid. Are we still able to do so?

A. The pre-bid meeting is considered part of the RFP specifications. The School District feels very strongly that to fully comprehend the scope of work involved, all Proposers needed to attend the pre-bid meeting along with the facility tours that followed. Non attendance at the pre-bid meeting would therefore disqualify the related RFP Response.

		Maintenance S RFP 9596 PRE-BID MEET Friday, March	ING SIGN IN
NAME Scill STURIN			
COMPANY DAVET SPORT	5 14	IF	
ADDRESS 1532 IV OP	DYKe		
CITY AUBURN 14,114	STATE	E_/NI	ZIP_ <u>11</u> \$326
PHONE 248 475 1/66	_		
FAX 7-44 475-9156 EMAIL 521H, STORN (0)	AVLT,	com	
NAME JAMES PARKINGO			
COMPANY UNITED LOUIS	CAPE		
ADDRESS LAND VEN BYLE	3		
CITY WAShWGTON TWO	STATE	= <u>mi</u>	ZIP 48094
PHONE 586-752-8000	-		
FAX <u>586-752-5040</u> EMAIL TIMPO HUMAN	-		
EMAIL JINPO, UNITED LOUNSCOP	<u>icón</u>		
NAME (on Circunal			
COMPANY LAWSCAPE SERVICE	5. Inc	,	
ADDRESS 22232 CASCAL	v		
CITY CUNTON TER.	STATE	m!	ZIP 48035
PHONE (576) 741-5296	_		
FAX (586) 741 - 460	-		
EMAIL <u>LCUGLIACIBLSIMIC</u>	4164-1. (	<sup>C</sup> OM	
NAME			
COMPANY			
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CITY	STATE		ZIP
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NAME			
COMPANY			
ADDRESS			
CITY	STATE		ZIP
PHONE			
FAX			
EMAIL			

ň	Grounds Maintenance Services RFP 9596 MANDATORY PRE-BID MEETING SIGN IN 8:00 A.M. Friday, March 13, 2009				
I	NAME RANDY Kilbreak				
	COMPANY DM BUCC				
	ADDRESS 1914 4126 Holiday Dr CITY FILT STATE WIE ZIP GLIDD				
	CITY FULPT STATE WE ZIP 42507				
	FAX				
	EMAIL FANdy Kilbreath Q dm bir INC. com				
	NAME Bill Stewart				
	COMPANY Trubreen				
	ADDRESS 711 Commerce Drive				
	CITY <u>Bochestere Hulls</u> STATE <u>m1</u> ZIP <u>48308</u> PHONE <u>(246) 852-0500</u>				
	FAX (248)852-9664				
	EMAIL Billsteuroret@Trubreenmail.com				
	NAME DAVID KLIER				
	COMPANY PROFESSIONAL GROUNDS SERVICES LLC				
	ADDRESS 23077 GREENFIELD, STE 107				
	CITY <u>SOUTHFIELD</u> STATE <u>MI</u> ZIP <u>48075</u> PHONE 248 765 0863				
	PHONE 248 765 086 3 FAX 248 559 1009				
	EMAIL DKLIER C THE PROFGROUP-COM				
	JAME Januir Manterdate				
	COMPANY DIE Landscaping + Grading INC.				
	DDRESS P. O. BOX 24 9 R				
	STATE MI ZIP 48062				
	PHONE 586 727-4959				
	MAIL delandscape @ hot mas Decome				
I	IAME				
(	COMPANY				
	DDRESS				
	CITYSTATEZIP				
	HONE				
	AX				
1	MAIL				



#### Grounds Maintenance Services RFP 9596 MANDATORY PRE-BID MEETING SIGN IN 8:00 A.M. Friday, March 13, 2009

NAME JIN POBOL	
COMPANY G-CA SERVICES G-ADUA	
ADDRESS 1438 BRICK ARIVE	- Pringny GCA CONTACT
CITY DOWNERS GROUP STATE IL ZIP 60515	_ GCA
PHONE 847- 309- 1564	CONDAC
FAX 630 - 629 - 4047	
EMAIL JPOBOL & GEASFAUCES, COM	
NAME TIM MOORE	
CITY <u>COLUMBLA</u> STATE MD ZIP 21046 PHONE 443 521 4670	
FAX 410 130 0272	
EMAIL THOORE & GCASERVICES. LOM	
	<u> </u>
NAME BILL PREYER	
COMPANY UMNI FACILITY SERVICES	
ADDRESS 24300 SOUTHFILL RU, SUITE 720	
CITY SUUTHELEUM STATE ME ZIP 48075	
PHONE <u>248-483-3170</u>	
FAX 748-483-3176	
EMAIL <u>hdreyer@ofg-ng.com</u>	
NAME REISSELC MALONEY	
COMPANY ADVANCEd Sapply Store.	
ADDRESS 890 Rochester Rd.	
CITY CLAWSON STATE MY ZIP 48017	
PHONE 748-565-8371	
FAX 248-556-5130	
EMAIL MALONCY CARA Q YAHOO, CO-	
NAME	
NAME	
ADDRESS	
CITY STATE ZIP	
PHONE	
FAX	



#### Grounds Maintenance Services RFP 9596 MANDATORY PRE-BID MEETING SIGN IN 8:00 A.M. Friday, March 13, 2009

NAME ART Derrick		
COMPANY Backer Landson	o invis	
ADDRESS 15251 12 Mik		
CITY Roseville	STATE MI	ZIP 48066.
PHONE (586) 774-0090		
FAX (5'86) 774-0190		
EMAIL aderrick & backerla	ndsca ping , icon	
NAME MIKE Holz		
COMPANY ROLAN Propo	erty Service	S. Inc.
ADDRESS 3333 Do	equindre, Su	ile B
CITY Troy	STATE MI	ZIP 48083
PHONE 12483589-1800	0	
FAX (248) 589-115	S	
EMAIL MHOLZERO	LARINC, CC	m
NAME JOHN JOMAS		
COMPANY MID-THUMB	AUCTIONSEERIN	JO SVC LLC
ADDRESS STLA MORRY		
CITY GUODEUS	STATE MI	ZIP 48027
PHONE 816 325-9595		
FAX 810 325 9555		
EMAIL MIDTHUMBE E	preat Lakes, r	set
COMPANY		
ADDRESS	07475	
	STATE	ZIP
PHONE		
FAX		
EMAIL		
COMPANY		
ADDRESS CITY	STATE	ZIP
PHONE	JIAIE	۲
FAX		
EMAIL		



#### Grounds Maintenance Services RFP 9596 MANDATORY PRE-BID MEETING SIGN IN 8:00 A.M. Friday, March 13, 2009

NAME SALAN W.S	CAULTZ	
COMPANY ETXIN EGU	1-7185	
ADDRESS 29100 NORTH.	WESTERN HWY #2	UC
CITY SOUTAFIELD	STATE M	ZIP 18034
PHONE 248-358-0800		
FAX 248-358-2180		
EMAIL BSCHULTZÖETK	IN LLC, COM	
	1	
NAME DORAD MORSO	لمرا	
COMPANY ARMMARK		
ADDRESS		
CITY DOWNTERS GROVE	_ STATE	ZIP
PHONE 313 - 244 - 8616	_	
FAX	_	
EMAIL MORSON - DORM (WARAS	MARK.COM	
NAME MOSCO (11/50 N		
COMPANY ARAMARIC		
ADDRESS 39955 Cocatro		Fe B-1
CITY Farmington Stell		ZIP 4833/
PHONE 248-313-506-8	159	
FAX	_	
EMAIL Wilson - Masses & Artig	nack to M	
ADDRESS CITY		710
	STATE	ZIP
PHONEFAX	-	
	-	
EMAIL		
NAME		
ADDRESS		
CITY	STATE	ZIP
PHONE		<u> </u>
FAX	-	
	-	
EMAIL		

### Troy School District Grounds Maintenance Services RFP # 9596 Additional Clarification Questions March 20, 2009

The following questions were submitted for additional clarification relating to the above referenced RFP. This will be the last set of responses as indicated within the RFP specifications.

#### Q. Will a Performance Bond be mandatory?

- A. Yes, for at least the first year. The second and third years are dependent upon the Contractors performance in Year 1.
- Q. Do we have an alternative to a Performance Bond to secure an opportunity to bid?
- A. As per the RFP specifications, a Performance bond will be required.
- Q. I thought I had sent in my Intent to Respond earlier. I realize this notice is late; will my company still be able to respond to this RFP?
- A. The Intent to Respond Notice is intended to permit the School District to maintain accurate lists of interested Proposers and assist with the distribution of responses to questions and addendums. Although the School District will not disqualify a response based solely on a non-timely submission of the Intent to Respond Notice, the School District will note the Proposer's failure to meet a timeline when evaluating the related response.
- Q. I was unable to attend the pre-bid meeting; however, we are very interested in submitting a bid. Are we still able to do so?
- A. The pre-bid meeting is considered part of the RFP specifications. The School District feels very strongly that to fully comprehend the scope of work involved, all Proposers needed to attend the pre-bid meeting along with the facility tours that followed. Non attendance at the pre-bid meeting would therefore disqualify the related RFP Response.

### Troy School District Grounds Maintenance Services RFP 9596

	2009/2010			2010/2011			2011/2012		
	GCA			GCA			GCA		
	D.M. Burr	Services	Davey	D.M. Burr	Services	Davey	D.M. Burr	Services	Davey
GROUNDS MAINTENANCE	\$288,666.00	415,874.00	796,834.00	288,666.00	415,874.00	796,834.00	288,666.00	415,874.00	796,834.00
CENTRAL WAREHOUSE	56,202.00	41,703.00	N/A	56,202.00	41,703.00	N/A	56,202.00	41,703.00	N/A
SUBTOTAL	\$344,868.00	457,577.00	796,834.00	344,868.00	457,577.00	796,834.00	344,868.00	457,577.00	796,834.00
	Contingent upon award of Custodial Bid			Contingent upon award of Custodial Bid			Contingent upon award of Custodial Bid		

### Troy School District Grounds Maintenance Services RFP 9596

	D.M. Burr	GCA Services	Davey
SALT APPLICATION SF/ton	100,000.00	Not Provided	88,000.00
	100,000.00	Not i Tovided	00,000.00
BASE COST PER APPLICATION			
Athens High School	27.02/hr + materials	320.00	928.00
Troy High School	27.02/hr + materials	320.00	900.00
International Academy East	27.02/hr + materials	160.00	194.00
Baker Middle School	27.02/hr + materials	160.00	251.00
Boulan Park Middle School	27.02/hr + materials	240.00	192.00
Larson Middle School	27.02/hr + materials	240.00	231.00
Smith Middle School	27.02/hr + materials	240.00	211.00
Barnard Elementary	27.02/hr + materials	160.00	128.00
Bemis Elementary	27.02/hr + materials	160.00	191.00
Costello Elementary	27.02/hr + materials	160.00	162.00
Hamilton Elementary	27.02/hr + materials	160.00	194.00
Hill Elementary	27.02/hr + materials	160.00	222.00
Leonard Elementary	27.02/hr + materials	160.00	155.00
Martell Elementary	27.02/hr + materials	160.00	125.00
Morse Elementary	27.02/hr + materials	160.00	125.00
Schroeder Elementary	27.02/hr + materials	160.00	135.00
Troy Union Elementary	27.02/hr + materials	160.00	166.00
Wass Elementary	27.02/hr + materials	160.00	162.00
Wattles Elementary	27.02/hr + materials	160.00	144.00
Administration Building	27.02/hr + materials	80.00	180.00
Services Center	27.02/hr + materials	80.00	192.00
Transportation Garage	27.02/hr + materials	160.00	241.00
Niles Center	27.02/hr + materials	160.00	285.00
Rankin Facility	27.02/hr + materials	80.00	85.00
	Add \$3.68/hr for hours		
	worked by Grounds		
	Supervisor		
	If overtime for snow &		
	salt, hourly rate will be		
	1.5 times		

### Troy School District Grounds Maintenance Services RFP 9596

	D.M.	Burr	GCA Services		Dav	/ey
Hourly Rates	Grounds- Keeper	Warehouse Driver	Grounds- Keeper	Warehouse Driver	Grounds- Keeper	Warehouse Driver
Saturday Regular Shift	40.53	40.53	Not provided (Amt. based on formula) Not provided (Amt.	Not provided (Amt. based on formula) Not provided (Amt.	30.00	N/A
Saturday Afternoon Shift	40.53	40.53	based on formula)	based on formula)	45.00	N/A
Saturday Evening Shift	40.53	40.53	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	45.00	N/A
Sunday Regular Shift	40.53	40.53	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	45.00	N/A
Sunday Afternoon Shift	40.53	40.53	Not provided (Amt. based on formula)	Not provided (Amt. based on formula) Not provided (Amt.	45.00	N/A
Sunday Evening Shift	40.53	40.53	Not provided (Amt. based on formula)	based on formula)	45.00	N/A
Emergency Services	40.53	40.53	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	55.00	N/A
Holidays	54.04	54.04	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	55.00	N/A
Weekday Overtime	40.53	40.53	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	45.00	N/A
Cost to Increase Staffing						
4 hours per Day	108.08	108.08	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	See hourly rates	N/A
8 hours per Day	216.16	216.16	Not provided (Amt. based on formula)	Not provided (Amt. based on formula)	See hourly rates	N/A
	Hours worked by Grounds Supervisor will be \$46.05/hr and \$61.04/hr					