

CONTRACT NO. 34737

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for CUSTODIAL SERVICES. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. 34737

- 1 - SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 2 - GENERAL PROVISIONS
- 3 - PROPOSAL REPLY SECTION
- A - PROPOSAL SUMMARY

Your proposal and the Proposal Reply Section must be executed completely and correctly, and electronically emailed to the **Detroit Academy of Arts & Sciences**, 2985 E. Jefferson, Detroit, MI, 48207 (see email address below. Your proposal must be received by Friday, 3:00 p.m. EST., May 17, 2024. Proposals received after this time will not be considered.

This Electronic RFP can be obtained between the hours of 9:00 am until 4:00 pm by contacting either:

Walter Jones @ wjones@daask12.com

or

Rochelle Robinson @ rrobinson@daask12.com

REQUEST FOR PROPOSAL (RFP)
CUSTODIAL SERVICES

SPECIAL PROVISIONS

Section 1

1. CONTRACT REQUIREMENTS:

This contract will be issued to cover the Janitorial Services for the Detroit Academy of Arts & Sciences. The following are general specs for square footage of building:

Grades 2-8 Buildings (West and East Building)

- 1) Address – 2985 and 3119 E. Jefferson Ave., Detroit, Michigan 48207: Approx. 133,000 sq. ft (**2 separate buildings**) and a 5,300 sq ft. gymnasium; 36 classes of approx. 25 students per class = Approx. 800 students

Grades Pre K-1 Building (South Building)

- 2) Address – 3010 Jefferson, Detroit, Michigan 48207: Approx. 20,000 sq. ft; 12 classes of approx. 22 students per class = Approx. 200 students

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract. Additionally, the terms and conditions stipulated throughout this bid request will be made a part of the contract. The successful bidder agrees that the contract presented by DAAS to successful bidder for signature, shall be the basic contract, subject to negotiation between the parties. Refusal to sign the negotiated DAAS contract shall be deemed refusal to abide by the terms of this bid request and shall disqualify the bidder. In no instance shall a customer-originated contract be considered as a starting point of the contract negotiations.

2. CONTRACT PERIOD:

Each contractor's contract shall be valid for three, one (1) year periods from **July 1, 2024** through **June 30, 2027**, each year subject to a positive evaluation of the successful bidder's work performance and the Academy's budget availability. This contract may be extended upon mutual agreement between the [Contractor] and the Detroit Academy of Arts & Sciences. The Detroit Academy of Arts & Sciences in requesting formal proposals for Custodial services, expects to maintain the highest possible standards and at an acceptable cost. Compliance with all appropriate life safety, environmental and aesthetic issues are required.

3. PRICES:

Prices and/or rates will remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or contract agreed to as a result of the successful award of this bid.

4. STIPULATIONS:

- a. The Board of Directors reserves the right to reject any and all proposals, or to waive any informalities, irregularities or technicalities in any proposal, should it be deemed to be in the best interest of the Detroit Academy of Arts & Sciences to do so. A subsequent contract will be awarded, if at all, to the responsible bidder meeting specifications as determined by the Board of Directors. While the net cost to the Detroit Academy of Arts and Sciences is a significant concern, the Board of Directors is equally concerned with the financial stability of the bidder and with the proven ability of the bidder to satisfactorily perform the contract so that it will be performed in accordance with proposed contract documents.
- b. A primary consideration by the Board of Directors in determining the award of a contract will be the dollar amount of the Base Proposal and any guaranteed savings, along with the ability of the Contractor to perform. The Detroit Academy of Arts & Sciences expects to receive the highest quality of services available in the industry at a competitive cost. Other factors which shall receive considerable weight shall be, but not limited to:
 1. [Contractor's] experience in cleaning and maintenance of an elementary educational school setting.
 2. [Contractor's] financial references.
 3. [Contractor's] educational and business references for service and reliability.
- c. Any explanation or statement, which the bidder wishes to make, must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements.
- d. [Contractor] should have at least five (5) years experience providing Custodial services for school districts (or similar entities), individual schools or public school academies of approximately the same student population as the Detroit

Academy of Arts & Sciences. Please furnish a list of current school district or school clients, including the name and telephone number of a contact person that a Detroit Academy of Arts & Sciences representative may contact as references. Also include list of all schools or other companies, along with name of contact person, where the [Contractor's] contract was not renewed or defaulted in the last five (5) years.

- e. [Contractor] must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to an item listed for proposal will be entertained from either party.
- f. [Contractor] may review the buildings and site plans, and request an escorted on-site inspection of the property before submitting a proposal. If you would like to schedule a walk through, please contact our Director of Custodial Services, Rochelle Robinson at 313-259-1744. The purpose of the site visit is to acquaint the Contractor with any and all conditions at the sites and to identify, inspect and inventory the equipment. Contractors must provide names of the person(s) who will attend the visit in advance of the tour. The Detroit Academy of Arts & Sciences will attempt to provide complete, accurate and pertinent information concerning the required services. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party. The Contractor assumes full responsibility for properly estimating the difficulties and costs of performing as required by this request. This includes the failure of the Contractor to investigate or be aware of all the information concerning the services to be performed. The Detroit Academy of Arts & Sciences is not responsible for any costs incurred by the Contractor in responding to this request for proposal.
- g. [Contractor] shall not include taxes for which the Detroit Academy of Arts & Sciences is not subject to in their quotation.
- h. [Contractor] should include with their proposal an audited financial report for the three most recent fiscal years. In addition, each proposal shall also be accompanied by:
 1. The corporate or individual history of the bidder.
 2. Resumes summarizing the experience and qualifications of possible onsite managers whom will be primarily responsible for the performance of the contract. The Detroit Academy of Arts & Sciences and Contractor will both agree on qualifications necessary to fill the manager's position. The Detroit Academy of Arts & Sciences may interview all qualified candidates, and contractually have the final decision on the successful manager.
 3. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract.

4. A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy which may give the bidder the ability to satisfy all bid requirements.
 - i. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract. The Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
 - j. No contract will be assigned or any part of the same subcontracted without the prior written consent of the Detroit Academy of Arts and Science, but in no case shall such consent relieve the Contractor from any obligations, or change the terms of the contract.
 - k. Alternate proposals will be considered only secondary to the proposal specifications. Any alternate proposals submitted must be thoroughly detailed to merit consideration.
 - l. [Contractor] shall maintain all equipment used in the Detroit Academy of Arts & Sciences in accordance with laws and regulations of the State of Michigan regarding such equipment, and shall be maintained in good mechanical order at all times to pass inspection. It is understood that all equipment furnished shall be of reputable name brand, and that if any equipment owned by the contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the contractor without expense to the Detroit Academy of Arts & Sciences and without claims for adjustment. All equipment shall be open to examination by the Detroit Academy of Arts & Sciences at all times.
 - m. These proposal specifications shall be affixed to the contract entered into with the [Contractor], and shall be considered an integral part thereof. Should there later be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.
 - n. The Contractor must adhere to all laws of the State of Michigan regarding the operation of school buildings within the state, and All State and Federal laws and regulations pertaining to Equal Opportunity and Fair Employment Practices.

5. SUBCONTRACTS NOT PERMITTED:

Contractors shall submit a proposal on custodial services at the current level of service required by the Detroit Academy of Arts & Sciences. The Contractor MAY NOT subcontract any portion of the Detroit Academy of Arts & Sciences' services to another contractor without written consent of the Detroit Academy of Arts & Sciences.

6. HOLD HARMLESS:

The [Contractor] agrees to indemnify, hold harmless and defend the Detroit Academy of Arts & Sciences, its Board of Directors, and all administrators, employees, students, volunteers, agents, or servants of the Detroit Academy of Arts & Sciences, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner caused by, arising from, incidental to, connected with or growing out of the performance of this contract, to the extent that such actions are not caused by the negligence of the Detroit Academy of Arts & Sciences, its Board of Directors, or its employees.

7. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the Detroit Academy of Arts and Sciences may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due to the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

8. FORCE MAJEURE:

Neither the contractor nor the Detroit Academy of Arts and Sciences shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

9. EXCEPTIONS:

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Detroit Academy of Arts & Sciences shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Detroit Academy of Arts & Sciences must reject exceptions that do not conform to State of Michigan bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

10. BUSINESS REFERENCES:

In order to have your proposal considered, please supply two (2) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

11, NONCOLLUSIVE BIDDING:

The [Contractor] certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

12. PERSONNEL:

- a. All personnel are required to wear neat, clean uniforms at all times. Contractor will provide uniforms. (No jeans)
- b. Any machinery or equipment shall not be operated by anyone other than a person holding the required license(s) and permit(s) issued to him/her by the State of Michigan.
- c. Every driver shall follow the normal and usual instructions and requirements for drivers in the State of Michigan, and shall at all times comply with the motor vehicle laws of the state and all cities, villages, or other municipalities in which such vehicles may be operated.
- d. It is recognized that, for the protection of the children, all other persons coming in contact with the students must be of stable personality and of highest moral character.
- e. The [Contractor] shall pay all costs incurred to recruit and provide qualified substitute employees. Such costs shall include all training, physical examinations (including drug tests), license and permit fees, recruitment and any other related fees.
- f. The Detroit Academy of Arts & Sciences will share in the evaluation of all employees. Merit pay for employees shall not be included in this proposal.

13. SAFETY AND EDUCATION PROGRAM:

The [Contractor] shall plan and administer safety and educational programs in conformance with the State of Michigan laws and regulations. The safety program must address the hazards associated with the scope of services requested.

- a. In-service safety programs for all personnel will be conducted.
- b. The [Contractor] is expected to adhere to and assist in environmental efforts to preserve the environment and recycle materials through programs instituted by the Detroit Academy of Arts & Sciences. Every effort will be made by the Contractor to expand the environmental programs in their areas of responsibility.

14. EQUIPMENT:

The [Contractor] is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, and repairs. Equipment and supplies used will be of reputable name brand and kept in excellent condition. OSHA training will be provided to all employees required to operate powered equipment. The Contractor will be held responsible for damages resulting from improper use of tools, materials and equipment, unless such damages result from the negligence of the Detroit Academy of Arts & Sciences. Damages caused by the Contractor's negligence will be repaired by the Contractor at no cost to the Detroit Academy of Arts & Sciences.

15. MANDATORY INSURANCE REQUIREMENTS:

Certificates of Insurance and/or copies of insurance policies.

- a. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State of Michigan
 1. \$1,000,000 (One Million Dollars) Combined Single Limit, Comprehensive General Liability. \$2,000,000 (Two Million Dollars) excess liability Policy to cover any liability in excess of the primary policy.
 2. The [Contractor] shall provide Workers Compensation Insurance for its employees in statutory limits.
 3. The [Contractor] shall present and maintain current certificates of insurance throughout the term of the contract to the Detroit Academy of Arts & Sciences giving evidence of the insurance coverage.
 4. Each insurance company shall agree not to terminate their coverage without ninety (90) days written notice to the Detroit Academy of Arts and Sciences and to the [Contractor], and to include this clause in the insurance policy and in the certificate of insurance.
- b. Decisions regarding the regulation and development of any operational, maintenance or grounds procedures are to be made cooperatively between the [Contractor] and the Detroit Academy of Arts and Sciences. The Detroit Academy of Arts and Sciences has the final authority to approve all procedures and schedules, and/or make modifications and changes in and above that are deemed in the best interest of the Detroit Academy of Arts and Sciences.

16. GENERAL CONDITIONS:

The school's normal hours of operation generally are 8:00 a.m. to 4:00 p.m., continuous Monday through Friday. Hours of service will be established with the successful bidder in advance, and the selected [Contractor] will be notified in sufficient time to plan and provide required services.

17. REQUIRED RECORDS:

The [Contractor] shall daily maintain complete and accurate records of all services provided under this contract, all disciplinary actions, and such other reports the Detroit Academy of Arts and Sciences may request and/or such other reports which may be required under all applicable laws.

- a. The Detroit Academy of Arts and Sciences administrators may from time to time observe/review any reports, supplies, inventories or any other general operation practices or information they deem necessary.

18. EMERGENCY CANCELLATION OF SCHOOL:

The [Contractor] will follow Detroit Academy of Arts and Sciences procedures for emergency cancellation of school in those cases of weather conditions, operations failures, etc. In the event of inclement weather or for any reason school must be canceled or delayed, the [Contractor's] employees will be expected to report for work.

19. WRITTEN SCHEDULES REQUIRED:

Employee scheduling is to be done by the [Contractor], with complete job descriptions of each custodial, maintenance and grounds employee, including locations and times. This shall be provided to the Detroit Academy of Arts and Sciences by the first commencing date of each contract year and other times as may be requested by the Detroit Academy of Arts and Sciences. All schedules should properly maintain building supervision, sanitation and safety for children and district employees.

- a. [Contractor] shall cooperate with the community and news media, only if directed to by the Detroit Academy of Arts and Sciences, so that any pertinent item affecting the operations program may be brought to the attention of the public. All items of this nature shall be approved and published by the Detroit Academy of Arts and Sciences only.

20. ADJUSTMENT OF SCHEDULES:

- a. An adjustment to change to existing schedules or procedures can only be done under a mutual agreement between the [Contractor] and Detroit Academy of Arts and Sciences. Conversely, if operational requirements should change to the degree a service or procedure is no longer needed, costs shall be adjusted, and payment shall be made only for the days used. This provision shall be effective only after reasonable written notice by the Detroit Academy of Arts and Sciences of not less than one-week has been given to the [Contractor].

- b. Absolutely no increases or decreases in the services provided shall be made without prior approval from the Detroit Academy of Arts and Sciences. The effective day of any increase or decrease in any operational service shall be mutually agreed upon by the [Contractor] and the Detroit Academy of Arts and Sciences and be included as a part of the written approval for the [Contractor] to make a change in services.

21. CANCELLATION:

In the event the Detroit Academy of Arts and Sciences believes the [Contractor] is not abiding by the terms of the contract, the Detroit Academy of Arts and Sciences may withhold payment on said contract after informing [Contractor] by certified letter of the area of non-compliance. When failing to comply and fully perform and strictly adhere to any covenant contained herein to be performed by the [Contractor], its agents or employees, the Detroit Academy of Arts and Sciences shall give written notice to the [Contractor] of said failure and in the event the [Contractor] does not remedy such failure within ten (10) days from the receipt of such notice, the Detroit Academy of Arts and Sciences may terminate this contract with a thirty (30) day written notice to the [Contractor]. Failure to exercise the Detroit Academy of Arts and Sciences' rights within 10 days does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein all rights of the [Contractor] under this contract shall cease.

- a. In the event the [Contractor] is unable to provide management services as specified in the contract because of Acts of God, fire, riot, civil commotion, or any other similar condition, the Detroit Academy of Arts and Sciences will excuse the [Contractor] from performance of the services, and shall have the right to assume the responsibility of the [Contractor] in connection with the management of such services that the [Contractor] is prevented from running, with such persons as the Detroit Academy of Arts and Sciences may deem appropriate until the [Contractor] is able to resume operation. Under this situation the Detroit Academy of Arts and Sciences shall be reimbursed by the [Contractor] for any costs over and above the amount which would have been due to the [Contractor] had they performed the service for that period of time.
- b. In the event the [Contractor] does not meet the criteria of the contract, and the Detroit Academy of Arts and Sciences deems it necessary to properly cancel said contract, the Detroit Academy of Arts and Sciences has the right to purchase any or all parts of existing equipment and supplies inventory, at a fair appraised market value from [Contractor] [using the same guidelines and methods that were used when [Contractor] originally purchased supplies and equipment from the Detroit Academy of Arts and Sciences].

22. [CONTRACTOR] NOT AN AGENT:

The [Contractor] shall not be held or deemed in any way to be an agent, employee, or official office of the Detroit Academy of Arts and Sciences, but rather an independent contractor furnishing management services to the Detroit Academy of Arts and Sciences.

23. SUPERVISION OF EMPLOYEES:

- a. The [Contractor] agrees that the manager shall be responsible for supervising the employees throughout the workday. The [Contractor] shall instruct its manager in discipline techniques and human relations. The [Contractor] and the Detroit Academy of Arts and Sciences shall jointly develop a strategy for reporting and handling discipline problems, which cannot be resolved by the manager. Rules and regulations regarding acceptable conduct and disciplinary action for violation of work rules shall be given to each employee. These work rules will be mutually agreed upon by the [Contractor] and the Detroit Academy of Arts and Sciences. The Detroit Academy of Arts and Sciences shall share in all employee evaluations. When an employee causes an undesirable situation, the manager shall attempt to resolve the situation, and shall abide by the reporting procedures that will be jointly developed by the Detroit Academy of Arts and Sciences and the [Contractor]. In all incidents, any resolution by the manager shall be reported to the [Contractor], the Detroit Academy of Arts and Sciences administrator and the designated building administrator as soon as possible and no later than the following day.
- b. All vandalism and damages to the [Contractor's] equipment will be the responsibility of the [Contractor] unless such damages result from the negligence of the Detroit Academy of Arts and Sciences; however, the Detroit Academy of Arts and Sciences will assist the [Contractor] in attempting to collect from the responsible party for damage to the [Contractor's] property.

24. OPERATING EXPENSE:

The Contractor shall be responsible for all of its own operating expense required to execute the contract.

25. EQUIPMENT:

- a. At any and all times during the life of this control the [Contractor] shall keep all equipment used in the buildings in strict accordance with the laws and all rules, regulations and specifications established by, but not limited to, the State of Michigan and OSHA. All equipment shall be maintained in sound mechanical condition at all times to pass the required inspections. [Contractor] must furnish at the beginning of each school year a listing of equipment to be used. Any changes of equipment during the year must also be reported to the Detroit Academy of Arts and Sciences.

- c. The [Contractor] will be responsible for any replacement of equipment and shall be responsible for the maintenance and upgrading of equipment if any is needed during the contract period. The [Contractor] will be responsible for compliance with all State and Federal Agency guidelines, rules and regulations. Any cleanup, repairs, fines, or other costs due to the negligent actions of the [Contractor] or its employees, including improper disposal of hazardous materials used in or around any building, shall be the responsibility of the [Contractor].

26. PERFORMANCE COVENANTS:

- a. [Contractor] shall make prompt written reports of all complaints made to [Contractor] noting complaint and actions taken subsequent thereto.
- b. [Contractor] should make a verbal report to the Detroit Academy of Arts and Sciences as soon after the accident as possible.
- c. [Contractor] shall submit within one working day a written report of any accident.

27. TERM OF THE CONTRACT:

- a. This agreement shall commence on July 1, 2023, and shall continue, subject to annual evaluations, in force and effect until June 30, 2026. This contract may be extended upon mutual agreement between the [Contractor] and the Detroit Academy of Arts and Sciences.
- b. The Detroit Academy of Arts and Sciences in requesting proposals for custodial, expects to maintain the highest possible standards and at an acceptable cost. Compliance with all appropriate life safety, environmental and aesthetic issues are required.
- c. The [Contractor] should provide labor information detailing all staff that will provide the day-to-day on-site services. The successful [Contractor] shall provide initial start up needs to assure that services for the Detroit Academy of Arts and Sciences are fully operational at the start of the contract. [Contractor's] response must include the terms of what level(s) of service they can provide. Proposal should include staffing requirements and schedules to verify proper operation.
- d. The Detroit Academy of Arts and Sciences desires to operate on a fixed price basis (and/or a method or formula for subsequent years), for the length of this contract. Proposals should include any guaranteed savings. Your Proposal should also include all estimated expenses to cover all costs for materials, supplies, labor, equipment, administrative, and operating expenses.

28. PAYMENT:

Billing will be done monthly after providing the services detailed herein. Payment for each invoice will be made within thirty (30) days after the date of receipt of a correct invoice. Payment will be made within 15 days where a 2% discount is offered. Please specify in your proposal response that such a 2% discount will be offered. Such an offer will be looked upon favorably.

29. PRODUCT SUBSTITUTION:

The successful bidder is responsible to provide all Janitorial supplies including paper products. All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Detroit Academy of Arts and Sciences to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

30. PROPOSAL/CONTRACT EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature MUST be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Detroit Academy of Arts and Sciences

31. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a Detroit Academy of Sciences & Arts Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the Detroit Academy of Sciences & Arts Accounting Offices. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

32. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the Detroit Academy of Arts & Sciences shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the Detroit Academy of Arts & Sciences will forthwith proceed to collect for nonperformance of work.

33. TIME OF PERFORMANCE:

The services of the Contractor are to commence on July 1, 2023, after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure

their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

34. CONTRACTOR RESPONSIBILITY:

The Detroit Academy of Arts & Sciences will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP.

35. PERSONNEL:

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel engaged in the work must be fully qualified and authorized under State and local law to perform such services.

36. TERMINATION OF P.O.'s:

- a. Termination for Cause: If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience: The Detroit Academy of Arts and Sciences may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Contractor shall be entitled to receive compensation for any satisfactory work completed through such date. If the P.O. is terminated by the Academy for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made.

37. CONSULTATION AND REPORTING:

The Contractor shall submit financial and narrative progress reports within five (5) working days following the end of each month and at the completion of each task. The time and form of such reports will be prescribed by the Detroit Academy of Arts & Sciences. The Contractor shall maintain the following records:

- a. File memos on meetings, site visits, and other activities;
- b. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form we prescribe.

38. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

39. INTEREST OF CONTRACTOR:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

40. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by **the Director of Finance, and all procedures of the Department of Finance have been complied with**. A separate purchase order shall be issued for every fiscal year project.

41. CHANGE ORDERS:

The Detroit Academy of Arts & Sciences, reserves the right to increase or decrease this contract, if required, in regards to locations services, frequencies of the service and the types of services utilized in this contract, with mutual consent of the contractor.

42. INSPECTION:

The Detroit Academy of Arts & Sciences or designated representative reserves the right to make, or cause to be made, such inspections as are deemed advisable to assure that

the requirements of these specifications are being fulfilled. If the contractor fails to comply with the specifications, it may be cause for termination of this contract.

Section 2 – Response Format

1. INTRODUCTION:

A. PURPOSE:

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide all personnel, equipment, tools, supplies, supervision and other items and services necessary to perform Janitorial services as defined in these specifications.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. SUGGESTED FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the suggested format for the presentation of a proposal in response to this RFP.

B. COVER LETTER:

Each proposal may have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter should briefly summarize the offeror's ability to provide the services specified in the RFP.

C. TABLE OF CONTENTS:

Each proposal should include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal should contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

F. INCURRED EXPENSES:

The Detroit Academy of Arts & Sciences will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

G. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractors offer to meet the requirements of the RFP.

H. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The Detroit Academy of Arts & Sciences reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the Detroit Academy of Arts & Sciences will be served by doing so.

III. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all materials and labor to satisfy the Detroit Academy of Arts & Sciences need for Custodial Services as described herein.

B. DETAILED REQUIREMENTS:

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract. The terms and conditions stipulated in this bid request will be made a part of the contract. The successful bidder agrees that the contract presented to successful bidder for signature, shall be the basic contract subject to negotiation between the parties.

APPENDIX A

CONTRACT SPECIFICATIONS REQUIREMENTS CUSTODIAL SERVICES

1. SUPPLIES:

The contractor is responsible for providing ALL supplies necessary to perform quality housekeeping as specified in this contract. These supplies include, but are not limited to, the following items:

A. Hand soap and dispenser (where needed), Sani-fresh (Gentle Lotion in Women's & Heavy Duty in Men's).

B. Trash Bags (trash can liners, 24" x 33" (8 microns) small and 40" x 48" (16 microns) large).

All Buildings Must Use:

C. Mobile barrels, maid caddies, 10-quart buckets, mop buckets with wringers;

D. All cleaning products including but not limited to quaternary ammonium germicide, lime and scale remover, bowl cleaner, furniture polish, all purpose treated dust cloths, multipurpose cleaner, etc.;

E. Plastic liners for waste receptacles (including office areas) and trash disposal containers, etc.;

F. Carpet spotting kit;

G. Towel dispenser and keys; and

H. Toilet tissue dispenser

I. Toilet Tissue

J. Paper Towel

K. Wax

L. Stripper

EQUIPMENT:

Vacuum –Supply adequate amounts of vacuums and related janitorial supplies (mops, brooms, dustpans and buckets).

- This includes all floor care equipment
- This includes all carpet care equipment

Buffer (High Speed and Low Speed)

SCOPE OF WORK

CUSTODIAL SERVICES FOR DETROIT ACADEMY OF ARTS AND SCIENCE

DAAS has three buildings. It is the contractor's responsibility to be familiar with the grounds of each of these buildings in making their bid proposal.

Lobby and Common Areas

A. Daily Services – five (5) days a week

1. Empty waste containers removing trash to disposal site
2. Replace soiled liners in waste containers
3. Sweep entrance area and pick up debris
4. Dust mop hard surface floors using dust control technique
5. Damp mop/wash entrance hard surface floors
6. Remove salt and snow residue during periods of inclement weather
7. Vacuum entry mats and carpets
8. Spot clean carpets
9. Clean entry door glass and trim
10. Spot clean partition glass removing prints and smudges
11. Spot clean walls and doors
12. Dust and spot clean all furniture, desks, counters, ledges, etc.
13. Clean and sanitize public phones
14. Clean, disinfect, and polish drinking fountains, removing mineral deposits.

B. Weekly Services

1. High and Low dusting: wall hangings, picture frames, chair rungs, railings, moldings, ledges, door frames, heat registers, vents, etc.
2. Detail vacuum corners and edges using specialty attachments
3. Vacuum/brush the upholstered furniture
4. Buffing of all building hallways and gymnasium (i.e., over the course of the 5 weekdays)

C. Monthly Services

1. "Cobweb Hunt"
2. Dust ceiling vents and baseboards

Offices and Conference Rooms

A. Daily Services – five (5) days a week

1. Empty waste containers, stage for disposal, and replace soiled or damaged liners (write “Trash” on trash not located in waste containers for proper disposal).
2. Dust mop hard floor surfaces using dust control method
3. Wash/mop hard floor surfaces removing spots and spills
4. Vacuum carpets and mats removing eye sore debris
5. Spot clean carpets
6. Clean coffee stations and damp wipe counter
7. Dust office furniture cleared of papers; desks, files, and counters, removing coffee rings or spills, fingerprints, ink, smudges, etc.
8. Arrange chairs in an orderly manner
9. Spot clean walls around light switches and doors
10. Spot clean entrance, partition, and sidelight glass removing smudges.
11. Clean chalkboards and white boards per instructions
12. Turn off lights and lock doors

B. Weekly Services

1. Clean and sanitize telephone ear and mouth receiver
2. Thoroughly wash desk tops that are cleared off (we recommend not cleaning computer monitors, screens, keyboards, etc. to avoid accidents, loss, or damage).
3. High and Low dusting: wall hangings, picture frames, chair rungs, railings, moldings, ledges, door frames, tops of office partitions, etc.
4. Thoroughly mop hard surface floors from wall to wall and under furniture
5. Fully vacuum carpet edges, corners, and under desks.

C. Monthly Services

1. “Cobweb Hunt”
2. Dust blinds, ceiling vents, and baseboards.
3. Vacuum/brush all fabric furniture

Lunch Room and Kitchen Areas

A. Daily Services – five (5) days a week

1. Empty waste containers, stage for disposal, and replace soiled or damaged liners (write “Trash” on trash not located in waste containers for proper disposal).
2. Dust mop hard floor surfaces using dust control method
3. Wash/mop hard floor surfaces removing spots and spills
4. Vacuum carpets and mats removing eye sore debris
5. Spot clean carpets
6. Clean coffee stations and damp wipe counter
7. Dust office furniture cleared of papers; desks, files, and counters, removing coffee rings or spills, fingerprints, ink, smudges, etc.
8. Arrange chairs in an orderly manner
9. Spot clean walls around light switches and doors
10. Spot clean entrance, partition, and sidelight glass removing smudges.
11. Clean chalkboards and white boards per instructions
12. Turn off lights and lock doors

D. Weekly Services

1. Clean and sanitize telephone ear and mouth receiver
2. Thoroughly wash desk tops that are cleared off (we recommend not cleaning computer monitors, screens, keyboards, etc. to avoid accidents, loss, or damage).
3. High and Low dusting: wall hangings, picture frames, chair rungs, railings, moldings, ledges, door frames, tops of office partitions, etc.
4. Thoroughly mop hard surface floors from wall to wall and under furniture
5. Fully vacuum carpet edges, corners, and under desks.
6. Buffing of all cafeterias floors (i.e., over the course of the 5 weekdays)

E. Monthly Services

1. “Cobweb Hunt”
2. Dust blinds, ceiling vents, and baseboards.
3. Vacuum/brush all fabric furniture

Rest Rooms

A. Daily Services – five (5) days a week

1. Empty waste containers using fresh liners
2. Empty and clean feminine disposal receptacles using fresh liners
3. Clean, disinfect, and polish restroom sink, bradleys, and flushable fixtures.
4. Sanitize toilets and urinals to remove mineral deposits and bacteria
5. Clean and disinfect tops and the underside of toilet seats
6. Wash mirrors and polish bright metal
7. Clean and refill all dispensers polishing bright metal
8. Spot clean partitions and damp wash the tops
9. Spot clean walls around commodes, urinals, dispensers, doors, and light switches.
10. Sweep restroom floors
11. Wash/mop hard surface floors with disinfectant
12. Vacuum carpet in lounge area and damp wipe furniture
13. We will implement a restroom monitoring program. An attendant will sign a check off sheet that will be posted in the restroom every two hours (unless otherwise directed by D A A S management).

B. Weekly Services

1. Flush the floor drains with disinfectant to eliminate and prevent sewer odors
2. Wash partition stalls and walls around commodes, urinals, and dispensers.
3. Damp wipe the tops of lockers and spot clean exterior surfaces
4. Scrub shower stalls/rooms to remove soap build up

C. Monthly Service

1. Dust fan and ceiling vents

A. Semi - Annually Service

1. Scrub/strip and wax all resilient floors with multiple layers of acrylic metal interlock floor finish, clean around all corners and edges in detail.
2. Machine scrub restroom tile floors.
3. Exterior Window Washing for all buildings.

II. **Janitorial Closets**

A. Cleaning of the Room

1. Sweep and mop floors
2. Remove all trash and empty containers, boxes
3. Wipe down doors, walls, sink, shelves, etc.

B. Equipment and Supplies

1. Organize, clean and restock all supplies
2. Inspect and clean all equipment, including:
 - a) Empty vacuum bags
 - b) Check vacuum belts and cords

C. Make sure all paperwork is intact and updated

**CONTRACT SPECIFICATIONS
CUSTODIAL SERVICES**

DAILY REQUIREMENTS

SWEEPING AND DUST MOPPING (UNCARPETED AREAS):

1. Lobbies and entries (interior and exterior);
2. Corridors;
3. Stairwells, stairs and landings (interior);
4. Elevators and elevator vestibules;
5. Offices (administrative and clerical) and classrooms;
6. Coatrooms, lunchrooms and conference rooms;
7. Labs and preparation rooms;
8. Computer rooms;
9. Vending machine rooms; and
10. Exterior stairs and loading platforms, and patio areas.

WET MOPPING:

All tile, wooden or hard surface floors.

WET MOPPING STANDARDS:

After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, stairlandings & elevator hard floors. Mops and water must be clean.

POLISHING:

Clean and polish all brass and stainless steel, i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.

CONTRACT SPECIFICATIONS CUSTODIAL SERVICES

DAILY REQUIREMENTS – (Continued)

VACUUMING (CARPETED AREAS) - AS NECESSARY

(ex., spills, construction, etc.)

1. Lobbies and entries (interior and exterior); Daily
2. Corridors;
3. Stairwells, stairs and landings (interior);
4. Elevators and elevator vestibules;
5. Offices (administrative and clerical) and classrooms, edges, corners and under furniture;
6. Coatrooms, lunchrooms and conference rooms;
7. Labs and preparation rooms;
8. Computer rooms;
9. Vending machine rooms; and
10. Exterior stairs and loading platforms.

NOTE: Spot cleaning is required before vacuuming (ex. Coffee, soda, etc...)

Also, all removal of chewing gum from carpet, tile floors, etc...

DUSTING AND - TUESDAY & THURSDAY

1. All furniture and fixtures (i.e.) Tuesday & Thursday (personal desktops), file cabinets, desks, remove fingerprints, tables, etc.;
2. Window sills, ledges, etc.;
3. Vending machines; and
4. Stairwells, stairs, landings and railings (interior).

MONTHLY – SECOND WEEK OF EACH MONTH

1. Clean and sanitize all restroom walls from floor to ceiling.
2. Clean and sanitize all restrooms partitions (all sides)
3. Wash baseboards
4. Dust and clean all ceiling vents
5. Clean and remove all debris from light fixtures (bugs, paper, dust)

WEEKLY REQUIREMENTS

1. Clean and polish all brass.
2. Dust venetian blinds.
3. Pour clean water in all bathroom floor drains
4. Clean and sanitize all interiors.
5. Buffing of all building hallways and gymnasium (i.e., over the course of the 5 weekdays)

**CONTRACT SPECIFICATIONS
CUSTODIAL SERVICES
DAILY REQUIREMENTS - (Continued)**

TRASH REMOVAL:

1. Empty all trash containers, replace liners as needed;
2. Dispose of trash in sealed and/or tied plastic bags in outside dumpster or compactor;
3. All liners must be secured when removed from trashcans to prevent any spillage.

WASHING:

1. Clean and sanitize urinals inside and out;
2. Clean and sanitize commodes inside and out;
3. Clean mirrors;
4. Clean and sanitize wash basins (washrooms and clinic areas, etc.) inside and out;
5. Clean and sanitize miscellaneous restroom and toilet fixtures (towel dispensers, soap dispenser)
6. Clean and sanitize restroom and toilet floors;
7. Clean and sanitize restroom wash basin wall area and toilet wall area;
8. Clean and sanitize shower rooms;
9. Damp wipe all restroom and locker room ledges and sills;
10. Spot clean walls, doors and trim;
11. Clean exterior and interior glass doors and frames and other interior glass, plastic and frames;
12. Clean and sanitize water fountains.
13. Clean and sanitize kitchenette areas (tables, chairs, countertops, external areas of appliances).

DISINFECTING STANDARDS:

Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

WASHING STANDARDS:

Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

A. Washing Glass

Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sills and frames shall be damp wiped.

**CONTRACT SPECIFICATIONS
CUSTODIAL SERVICES**

B. Washing Except Glass:

All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

C. Washing in Restrooms

Restroom floors, walls, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

D. Accidental Chemical Spills

Any floor surface area damaged by bleach, bowl cleaner or other stainable products becomes the responsibility of vendor for reimbursement/replacement determined by the Detroit Academy of Arts & Sciences

E. Construction

At some point there will be periodic construction being performed. It is the custodial contractor's responsibility to make sure that the upkeep to the buildings is not affected by this construction. Additional damp wiping, mopping, and vacuuming will be needed.

F. Special events

Set up and break down of furniture and equipment for any special event within the district, including monthly Board Meetings.

SUMMER REQUIREMENTS

During the summer months it is required to prepare the entire district for the upcoming school year, this includes (but not limited to):

- A. Remove all furniture from all classrooms so floors can be stripped and waxed
- B. Wipe down ALL furniture before placing back into the classrooms.
- C. Wipe down classroom walls
- D. Clean ALL trash cans
- E. Strip and Wax All floors within the district, including landings (5-6 Coats of wax)
- F. Thoroughly clean all restrooms
- G. Detail clean all lockers
- H. Thoroughly clean all stairwells (sweep, mop, walls, handrails)
- I. Fill all paper and soap dispensers
- J. Clean all Janitorial Closets
- K. Shampoo all Carpets

CUSTODIAL SERVICES

SECTION A - GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES:

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

2. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS:

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

4. PREPARATION OF PROPOSAL:

- a. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. DELIVERY OF PROPOSALS:

Bids should be submitted via electronic email to the following email addresses:

wjones@daask12.com
rrobinson@daask12.com

8. TAX EXEMPTION

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

9. BASIS OF AWARD:

The Detroit Academy of Arts & Sciences will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the Detroit Academy of Arts & Sciences. Personnel with experience and technical background may be utilized in making judgment. In case of error in price extension, the unit price(s) shall prevail.

SECTION B - EQUAL OPPORTUNITY1. **EQUALITY OF EMPLOYMENT OPPORTUNITY:**

During the performance of any contract for the Detroit Academy of Arts & Sciences, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

Award of a bid does not create a contract and is subject to the negotiation of a contract acceptable to the Detroit Academy of Arts and Sciences.