

CUSTODIAL SERVICES CONTRACT

THIS CUSTODIAL SERVICES CONTRACT ("Contract") is entered into this ____ day of _____, 20__ ("Effective Date") by and between Novi Community School District, a Michigan general powers school district, organized and operating pursuant to the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25425 Taft Rd., Novi, MI 48374 ("School District") and _____, a _____, whose address is _____ ("Contractor") (individually, a "Party" and collectively, the "Parties").

1. SERVICES GENERALLY.

1.1 The Contractor shall, during the term of the Contract, furnish all labor, management, supervision, services, and necessary insurances required to provide School District custodial services in accordance with this Contract to at least at the same or similar service level as provided by the School District prior to the Effective Date. A non-exhaustive list of required services and an initial performance schedule is attached hereto as Attachment A. It shall be understood that in addition to these services, all tasks incidental to required functions not specifically listed but normally included in general practices related to custodial services will be provided.

1.2 Notwithstanding Section 1.1, the School District is not at any time obligated to request other services from the Contractor, nor to pay for services not received. The School District expressly retains the right to contract separately with other vendors or entities for any services not substantially interfering with the Contractor's performance of this Contract.

1.3 The Contractor shall be responsible for the selection, evaluation, training, compensation, and retention of employees, including all necessary, management and clerical personnel. The Contractor shall attempt to ensure continuity of management staff and other employees to promote familiarity and excellence in the provision of services, subject to the School District's rights to request replacement as further described herein.

1.4 The Contractor's services shall include effective communication with the School District, including, but not limited to, the School District's administration, Board of Education and, as applicable, with parents, students, and the community.

1.5 The Contractor shall continuously analyze the custodial operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions.

1.6 Contractor shall immediately report to the School District any conditions in the buildings or grounds that may require repair (for example, dripping faucets, damaged walls, burned-out lights, damaged carpet, etc.), whether caused by Contractor's employees, act of vandalism or otherwise. Contractor shall repair any damage to buildings, grounds, and/or equipment caused or permitted by the Contractor or its employees and return same to as good condition as before entering into this Contract. All repairs shall be accomplished at no cost to the School District.

2. MANAGEMENT.

2.1 The Contractor shall provide management staff to coordinate all Contractor functions on a daily basis. These staff members shall ensure that the School District's needs are smoothly and efficiently met.

2.2 Management staff must: (a) have the ability to access and use a computer for minor tasks, (b) be authorized to act as the Contractor's agent in all communications related to the Contract, (c) have experience supervising custodial staff, (d) have authority to schedule working hours, assignments, and operational procedures, (e) cooperate with School District administrators, and (f) be available for inspections, upon request, at times other than normal working hours.

2.3 Contractor shall provide profiles identifying specific management personnel (i.e., direct and indirect management) in Contractor's employ that are proposed for assignment to the School District's campus. The profiles should describe experience, education, and background, specific professional accomplishments and any special qualifications. Once assigned, an on-site manager shall not be removed by Contractor without prior written consent of the School District. However, upon the School District's request, the Contractor shall consider removal, replacement or transfer of management staff performing services for the School District.

2.4 The Contractor's management staff shall advise the School District on routine organization and operational matters concerning the services, provided such consultation does not disrupt the Contractor's ability to perform the services described in the Contract.

3. OPERATIONS.

3.1 The Contractor shall provide all custodial services necessary to meet the School District's regular needs as described by the School District. Services shall be provided on school days between 6:00 am and 12:00 am, and on other days and times designated by the School District. Work schedules are to be approved by the School District's director of facilities and operations. The School District reserves the right to change any and all approved service schedules with seven (7) days advance notice to 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, or will affect the performance of the work under the Contract. In either case, the Contractor shall communicate how the affected work will be rescheduled.

3.2 As requested by the School District, the Contractor shall provide other custodial services when such services do not conflict with regular service obligations.

3.3 Regardless of the minimum specified hours, it is the Contractor's responsibility to maintain the standard of cleanliness specified in this Contract and any related 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 cleaned and all other duties are performed on a daily basis or as otherwise mandated.

3.4 Extracurricular and Weekend Activities. The Contractor will be responsible for furniture setup and take-down (when appropriate) for any extracurricular activity needs, sporting events, or rental agreements that occur at School District facilities. The Contractor acknowledges that these events are numerous and may occur after regular school instructional hours.

3.4.1 The Contractor will be responsible to provide sufficient personnel as required by the District for extracurricular and weekend activities. Periodic special events may require the Contractor to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, a play in the auditorium, home sports events, etc.). It is anticipated that clean-up will be completed prior to the next scheduled business/school day. The Contractor may choose to schedule support clean up on the day after the event if delaying the clean-up does not detract or interfere with the overall look or environment of the school facility.

3.4.2 Extracurricular and weekend services are included within the Contractor's base compensation at an annual average of 3,135 labor hours, as outlined in Addendum Items 23 through 25, including services associated with the Japanese School Program. This annualized amount reflects the

District's stated assumptions for typical weekend usage. Any weekend or special event services required beyond this level would be considered outside the base scope and billed as additional services, subject to prior approval.

3.5 The School District shall receive a 100% daily discount from the rate being charged the School District by the Contractor for services on those days when the schools and classes are closed to ensure the health and safety of pupils, for the reason of inclement weather, or any other lawful reason, provided that the School District has notified the Contractor before arrival (or scheduled arrival, whichever is later) on the day the schools originally scheduled to be open are to be closed.

3.6 The Contractor shall cooperate with School District to maintain good public relations with the community and news media so that any pertinent items or issues affecting the custodial program can be brought to the attention of the public. Such service may include participation in one or more meetings prior to the beginning of each academic year to review services, expectations, limitations and regulations.

3.7 Staffing schedules may be reduced during Spring, Summer, and Winter breaks with the prior written consent of the School District; however, the School District will expect coverage for all regular cleaning and events. No day shall be left uncovered year round except for holidays as noted by the School District.

4. EMPLOYEE REQUIREMENTS.

4.1 The Contractor shall provide an adequate staff of experienced personnel, capable of, and devoted to, the successful accomplishment of the Services to be performed under the Contract. The Contractor shall perform the services set forth in the Contract at time periods approved by the School District's designee (see Attachment A for an initial project schedule) and will use modern methods and techniques. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.

4.2 Pre-Employment Screening. The Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Contractor's performance under the Contract. There is *no* obligation to hire displaced School District personnel, if any. The pre-employment interview and/or screening program shall be designed to assist the Contractor in determining the candidate's suitability for work in the custodial, maintenance, and/or grounds setting. That program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history and criminal records, as required by the law of the state of Michigan. In the event any of the pre-employment screening is failed by a potential employee, that employee shall not be hired by the Contractor for any position that serves the School District pursuant to the Contract.

4.3 Transfer. Upon request by the School District, subject to the Contractor's rights as employer to control and direct its employees, the Contractor shall consult with the School District concerning the Contractor's continuing assignment of employees to provide services to the School District. Any Contractor employee deemed by the School District in its good faith determination to jeopardize the reputation of, public support for, or confidence in the provision of services by the Contractor shall be transferred by the Contractor to functions other than services to the School District to the extent permitted by law. Such transfer, if based only on School District determination, shall be without stigma or negative connotation.

4.4 During the course of the Contract, a meeting may be called at any time by the Contractor or the School District to review the quality of the services provided or any other issue that may arise, including, but not limited to, the performance of any particular employee(s).

4.5 All of Contractor's employees must comply with all applicable School District policies, including but not limited to the prohibition of alcohol or tobacco in any School District building, vehicle, grounds or functions, to present themselves in an appropriate manner and attire consistent with the School District's requirements and Section 4.6. All of the Contractor's employees should be: (a) able to read, write and understand directions, (b) able to inspect, see, and report maintenance needs, (c) able to interact positively, courteously, and appropriately with students, school employees and the public, (d) competently trained in the area of work assigned, (e) cooperative with School District staff and other employees, (f) alcohol and drug free when arriving for, and while on, duty, and (g) punctual. Contractor shall maintain a list of employees assigned to each facility, updated as employees are hired or terminated, and maintain daily attendance records, including "log in" and "log out" times for all non-supervisory employees, to enable the School District to identify which staff is in a facility at any particular time. The Contractor shall provide at least 48 hours' notice before new employees are placed in any School District facility. The School District reserves the right to perform any independent background checks on Contractor's employees, consistent with applicable laws.

At no time shall the Contractor's personnel do any of the following: (a) allow custodial closets to be open and unattended, (b) congregate or have food/drink in unauthorized areas, (c) copy, distribute or loan any key to School District facilities, (d) disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District or its employees, (e) leave custodial products and/or equipment unattended, (f) leave custodial carts or equipment unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons), (g) leave lights on or doors open in unattended sections, (h) play radios, or other similar devices, at a volume that is audible in other areas of the building, (i) use any School District equipment or furnishings (e.g.: telephones, computers, copiers, TV's, VCR's) that is not required to perform duties as detailed in this Contract or applicable RFP, (j) smoke or use any tobacco products on School District property, (k) use or remove any School District owned equipment or supplies outside of the School District's facilities, (l) allow visitors, spouses or children of the employees to be 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, (m) consume food or beverages while on duty (scheduled breaks in designated areas may be used for this purpose), or (n) consume alcoholic beverages or use narcotics while on duty or be under their influence when reporting for duty.

4.6 All employees, men and women, performing services pursuant to this Contract are required to (a) wear distinctive and matching uniforms, satisfying the following: (i) are neat and clean, (ii) include collared shirts, long sleeve or short sleeve, that are consistent in color and style among all employees, (iii) include pants that are of a coordinating color and style (alternate summer work clothing may be allowed in the discretion of the School District), and (b) wear a clearly readable identification badge, approved by the School District, on the front of the uniform shirt (above the waist and preferably on a breast pocket). In the event Contractor fails, neglects, or refuses to conform to the above requirements, the Contract may be subject to immediate termination by the School District.

4.7 Absenteeism of management and/or employees can significantly and adversely affect the quality of services received by the School District. The Contractor must maintain 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 shall provide a substitute back-up plan to the School

District for such purpose. The Contractor is required to inform the building principal and the School District's designee when there will be a change of employees for absence purposes. If the absence is expected to last more than three consecutive workdays, the Contractor is also required to inform the School District's designee. If the Contractor's on-site/working supervisor is unavailable under the Contract for any substantial period of time (i.e., more than three consecutive workdays), the Contractor shall immediately inform the School District's designee of the absence, the reason for the absence, and how the Proposer will ensure completion of the on-site/working supervisor's work. The School District reserves the right to audit payroll records and/or timecards of the Proposer and its employees.

4.8 The School District reserves the right to seek replacement of any Contractor's employee whose deeds or conduct is determined by the School District to be detrimental to the safe, secure and sanitary operation of the School District, or whose moral conduct, behavior, health habits or appearance are unsatisfactory.

5. TRAINING REQUIREMENTS.

5.1 The parties agree that a formal training program, with regularly scheduled sessions, individual tests for competency and training records, is a necessary ingredient in the effective delivery of services. The Contractor shall have an on-going, effective and documented training program which provides all local, state and federally mandated training, if any, and which may include the following:

- Asbestos Hazard Emergency Response Act
- Infection Control
- Ladder/Lift Safety
- Basic General Cleaning Procedures
- Blood-borne Pathogens
- Material Safety Data Sheets
- Safety
- Hard Floor Care
- Lock-out/Tag-out Procedures
- Methicillin-resistant *Staphylococcus Aureus* (MSRA) Sanitizing
- Personal Grooming
- Sexual Harassment and Discrimination
- Auto Scrubbing
- Basic Restroom Cleaning
- Carpet Extraction, Vacuuming, Spot Removal
- Ceiling/Wall Washing
- Cleaning Standards
- Confined Spaces
- Mopping (Dust, Damp/Wet)
- Equipment Checks/Usage
- Fabric/Upholstery/Furniture Cleaning
- Handbook/Policy Review
- Hazardous Substances
- Safety
- Slips/Trips/Falls
- Window/Blind Cleaning

The Contractor will show proof that it has provided training and safety programs as required by law and this Contract and will provide to the School District a copy of attendance logs and verification.

The Contractor's training and safety programs shall be proactive and shall comply with all School District safety rules applicable to custodial services.

6. SUPPLIES, MATERIALS AND EQUIPMENT.

6.1 The School District will provide equipment necessary for services.

6.2 The School District shall provide all toilet paper, paper towel, soap, trash can liners, air fresheners, hand sanitizers, sanitary products, ice melt, light bulbs, chalk, and dry erase cleaner for use in the District. The Contractor may be asked to provide pricing for said items as well as receiving, storing and inventory for said items in each building.

6.3 Contractor shall provide all small equipment, including small tools, microfiber, mops, dust mops, laundry, mop buckets, vacuums, vacuum bags, carts, and handles in a timely manner to ensure the specification frequency and quality are met.

6.4 Contractor shall be responsible for the purchase, delivery, receiving, storage, and inventory of all chemicals needed for custodial operations.

6.5 Contractor shall provide its own transportation vehicle(s) for transportation. Contractor's transportation vehicle(s) do(es) not need to be new.

6.6 Contractor shall assume responsibility for repair of the equipment during the length of the contract and any subsequent renewal. Equipment shall be maintained in such a manner to ensure the frequencies of the specifications are maintained and the quality is not compromised due to equipment neglect, failure, or absence.

Contract shall provide the School District with pricing for the items listed in 6.1. Contractor shall also be responsible for receiving, storing, and inventorying these items in each building. Contractor shall provide the School District with its cleaning supply program, including its Green cleaning program. The School District values Green cleaning programs, which include the use of microfiber, green seal certified chemicals and equipment, low moisture systems, and recycling participation. Contractor is not required to implement a 100% Green Program but shall remain committed to Green processes. Contractor shall also supply the School District with its energy conservation program. Contractor agrees to keep energy conservation at a minimum and will comply with energy conservation practices and policies in keeping with the District's efforts.

7. OTHER CONSIDERATIONS AND SERVICES.

7.1 Asbestos. The School District's facilities may include asbestos containing building materials. Some of the most common locations for such materials include old floor tile, old HVAC pipe wrap, old ceiling tile, and 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, which are available for public inspection. 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: (a) do not disturb or remove asbestos wrapped pipes, (b) do not grind or remove asbestos containing floor tile, (c) do not disturb asbestos-containing ceiling tile, (d) do not remove chalkboards without the prior approval of authorized School District administration, and (e) do not disturb any other areas known (or reasonably known) to have asbestos.

7.1.1 It is Contractor's responsibility to comply with the Michigan Right to Know/Hazardous Material Law and shall provide the School District the following information: (a) Material Safety Data Sheets (MSDS) on all chemicals that the Contractor provides and uses in the School District's buildings, (b) an inventory of the types of chemicals used, their purpose, and their location in the building, and (c) all cleaning material containers must be properly labeled.

7.2 Alarm Codes. Contractor's employees will be provided with an alarm code for each facility to which they are assigned, and a security code list will be issued to Contractor's on-site

supervisor/management personnel. 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. The Contractor shall immediately notify the School District of the reassignment or termination of any employee who had been assigned an alarm code.

7.3 Facility Opening and Closing. The Contractor is responsible for the security of applicable facilities during cleaning operations. The Contractor shall secure each respective facility at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be re-locked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use. Exterior doors are to be unlocked and locked at the times specified by the School District's designee.

The Contractor shall be fully responsible and liable for any, and all loss, damage, theft, vandalism, unauthorized access, personal injury, or other liability of any kind arising out of or related to the Contractor's failure, or the failure of its employees, agents, or subcontracts, to properly secure the Facilities during or after the performance of services under this Agreement.

In addition to any other rights or remedies available to the Owner, the Contractor agrees that a failure to properly secure any Facility shall result in liquidated damages in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence. The parties acknowledge and agree that actual damages resulting from unsecured Facilities may be difficult or impracticable to determine and that this amount represents a reasonable estimate of the damages the Owner would incur and is not intended as a penalty.

The assessment of liquidated damages shall not limit or preclude the Owner's right to recover actual damages, seek indemnification, or pursue any other remedy available under this Agreement or at law or in equity.

The Contractor agrees to indemnify, defend, and hold harmless the Owner, its board members, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from or arising out of the Contractor's failure to secure the Facilities, except to the extent caused by the sole negligence or willful misconduct of the Owner.

This obligation shall survive the expiration or termination of this Agreement.

7.4 Emergencies. The Contractor shall provide the School District's designee with an emergency contact person and telephone number and shall promptly respond to emergency requests (e.g., water cleanup due to rain, plumbing failure, or accidents) 24 hours per day, 7 days per week, 365 days per year. The Contractor shall utilize a cell phone system, radio system, or other acceptable communication system to stay in contact with personnel working at the School District's facilities.

7.5 Keys. The School District will supply an appropriate number of keys to the relevant facilities, which shall be issued to, and must be signed out by, the Contractor's management personnel. At no time shall keys be copied, lent to another, left in custodial closets/carts, or otherwise outside of the possession of the applicable employee. If additional keys are required, a request shall be made for same to the School District's designee. Lost or stolen keys must be reported within 24 hours of discovery of the loss, and will be replaced upon payment of a reasonable fee. If the School District deems it necessary to re-key any locks due to inadequate control/management of keys, the cost will be deducted from payments due to the Contractor. The School District reserves the right to inventory the Contractor's keys at any time. All keys shall be returned upon termination of the Contract, and applicable keys shall be returned upon

termination of an individual's employment.

7.6 Quality Control/Inspections. The Contractor's on-site/working supervisor, the School District's designee and other personnel as deemed appropriate by the School District's designee will perform periodic inspections of each facility, including cleaning, storage, and office areas, with or without notice, to: (1) ensure tasks are completed according to the Contract, and (2) ensure that the quality of Services is satisfactory. Monthly inspections will be conducted with Contractor's management personnel and a School District representative, which inspections shall be documented and submitted to the School District. Inspections may also be made by School District personnel at any time. Further, 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. Prior notification of inspections may or may not be furnished to the Contractor.

Should the Contractor fail to correct identified deficiencies within a reasonable amount of time, the Contractor may be considered in default of the Contract, and the School District may take one or all of the following actions: (a) correct the deficiency and deduct the actual cost of same from the Contractor's monthly billing, (b) procure service for the correction of the deficiency from other sources and deduct the actual cost of same from the Contractor's monthly billing, or (c) terminate the contract.

7.7 Manufacturer's Recommendations. The Contractor shall ensure that manufacturer recommendations are followed at all times, including, but not necessarily limited to, with respect to the usage and maintenance of equipment and the usage of chemicals, materials and supplies.

7.8 Price Reductions. The School District reserves the right to reduce the frequency and/or scope of work if it determines, in its sole discretion, that such reduction is financially necessary or advisable. If the School District reduces the scope of services during the term of the Contract, the Contract price shall be proportionately reduced. If modified terms cannot be reached, the School District may pursue to terminate the Agreement as set forth herein.

7.9 Record-Keeping Requirements.

7.9.1 Prior to bringing any new chemicals onsite, the Contractor must provide a copy of the relevant Material Safety Data Sheet(s) to the School District's designee. The Contractor shall keep a complete set of all MSDS for all chemicals used in each facility.

7.9.2 The Contractor shall maintain a procedures manual in each School District building, which is indexed and contains building-specific information about: (a) the Contractor's standard practices and procedures, (b) daily routines and schedules for employees assigned to the buildings and grounds, (c) emergency and safety procedures, (d) a list of any Contractor equipment maintained in the buildings and grounds, if any, (e) maintenance and user manuals for all Contractor equipment, if any, (f) a list of employees assigned to the building, and (g) standard cleaning and operating procedures.

7.10 Conservation.

7.10.1 Every reasonable effort shall be made by Contractor to conserve energy whenever possible throughout the performance of services, including, as examples, only areas in use shall have lights on, and doors and windows shall remain closed whenever the heating or cooling systems are operating.

7.10.2 The Contractor shall employ all reasonable measures to reduce and prevent waste, including, but not limited to, participating in any existing and/or future recycling programs established by the School District. .

7.11 Lost and Found. All lost and found articles recovered by Contractor's employees shall be immediately turned in to the designated lost and found area of each building or, in the absence of same, to the School District's designee.

8. TERM AND TERMINATION

8.1 The term of this Contract shall commence on _____ and end on _____ (the "Initial Term"). The School District's Board of Education shall have the option, in its sole discretion, to extend this Contract by up to two (2) additional years on a year-to-year basis (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 is exercised.

8.2 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 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.

8.3 The Contract may be terminated upon thirty (30) days' written notice from the School District with or without cause and without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually and properly performed pursuant to the Contract before the date of termination.

8.4 Notwithstanding the preceding section, the School District may terminate the Contract immediately if: (a) Contractor breaches any of its material duties or obligations under the contract, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by the School District; (b) Contractor poses a serious or imminent threat to the health and safety of any person; (c) Contractor's actions pose a serious or imminent loss to any real or tangible personal property; (d) Contractor is insolvent, bankrupt, or otherwise going out of business; and/or (e) the State of Michigan's funding levels and related formulas are materially reduced beyond those levels established for the immediately prior fiscal year for the School District.

8.5 Regardless of the basis for cancellation, the School District shall not be obligated to pay Contractor for any incidental or consequential damages, lost profits, or costs incurred for services not actually performed.

9. INVOICING AND PAYMENT TERMS

9.1 For the services described herein, Contractor shall be paid _____ Dollars (\$ _____) per year. Contractor shall invoice the School District no more frequently than monthly in an amount reasonably proportional to the value of services provided in the preceding month. Invoices shall be submitted to Novi Community School District, and shall itemize charges for each facility.

9.2 Any services outside the scope of the services described in this Contract ("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.

9.3 Payment of undisputed amounts in each invoice shall be made within 30 days of receipt of the invoice. The School District will issue one payment per month. 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.

10. INSURANCE AND INDEMNIFICATION.

10.1 The Contractor shall insure against damage to property or injury to persons which arise as a result of the Contract and Contractor's duties pursuant thereto in an amount reasonably required by the School District and not less than the amounts identified below. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. All applicable insurances shall name as additional insureds the School District and its elected and appointed officials, employees, and volunteers. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract and not less than thirty (30) days before services are required to begin under the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District and shall include a minimum of sixty (60) days notification to certificate holders of cancellation, nonrenewal, reduction or change in the policy.

10.2 The Contractor shall maintain such other insurance coverage reasonably required and satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the term of the Contract.

10.2.1 The Contractor shall maintain such public liability insurance that will protect the Contractor and School District from any claims for damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the Contract.

10.2.2 The Contractor shall maintain such workers compensation insurance as will protect the Contractor from claims that may arise from operations under, related to, or about the Contract.

10.2.3 The following types of insurance, limits of liability, and policy extensions are required of the Contractor and (except for limit) all approved sub-contractors, if any:

Workers Compensation and Employers Liability Insurance
Coverage A – Statutory
Coverage B – \$500,000 Per Accident

An "occurrence based" Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations, Independent Contractors, Broad Form General Liability Extensions or equivalent, deletion of all explosion, collapse and under group (XCU) exclusions, if applicable).

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000
Sexual Molestation	\$ _____

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles) minimum of \$1,000,000 per occurrence and no-fault as required by law.

Bodily & Property Damage \$1,000,000 Combined Single Limit

Professional Liability Insurance (errors and omissions) \$1,000,000 each occurrence /

\$1,000,000 (aggregate)

10.2.4 If any insurance required by the Contractor is provided on a "claims made" basis, it shall continue for a minimum of six (6) years after expiration or termination of the Contract.

10.3 General Indemnification. The 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 actual 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; and (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.

10.4 Environmental Indemnification. The 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 or regulation. Without limiting any other provisions of the Contract, the 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 from operations or 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.

11. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

11.1 The District will perform or facilitate performance of criminal history and criminal record checks for all employees of Contractor providing services under the Contract, which costs shall be borne by the Contractor. Contractor shall not assign an individual who is required to be registered under Article 2 of 1994 PA 295, as amended, ("Sex Offenders Registration Act" or "SORA") to work within a student safety zone, as that term is defined in SORA. Additionally, Contractor shall not subcontract with a

subcontractor who employs an individual who is required to be registered under the Sex Offenders Registration Act to work within a student safety zone, as that term is defined in SORA. All personnel of the Contractor or any subcontracted employee assigned to regularly and continuously work under contract at buildings owned or leased by the School District shall be produced for fingerprinting upon the execution of the contract, or as soon thereafter as they are identified, so that the School District may request a criminal history check from the Criminal Division of the Michigan State Police and a criminal records check from the Federal Bureau of Investigations, as required by MCL 380.1230(1) and MCL 380.1230g.

11.2 The Contractor further represents and warrants 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 services contemplated by 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."

11.3 Violation of the above by Contractor or a subcontractor shall be the basis for immediate termination of the Agreement. Contractor shall require language similar to the above in all its agreements with subcontractors and/or consultants who will be assigning personnel to work regularly and continuously on the School District's property.

12. PERMITS, LICENSES AND COMPLIANCE WITH LAWS

12.1 The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under this Contract. The Contractor, including its employees, agents and permitted subcontractors, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools and on its properties, including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. Without limiting the breadth of any other indemnification provision of this Contract, the Contractor shall indemnify, defend and hold the School District harmless from and against any liabilities, claims, causes of action, costs and damages, including without limitation the payment of School District's actual attorneys' fees from its failure to comply with applicable laws, rules, regulations, ordinances or policies.

12.2 The Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state and local laws.

12.3 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, OSHA and MIOSHA.

12.4 The Contractor shall comply with all laws and all published rules, regulations, reporting requirements, directives and orders of the Michigan Civil Rights Commission relevant to 1976 PA 453, as

amended.

12.5 The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, genetic information, pregnancy, age, height, weight, disability, marital status or veteran status. The Contractor shall not discriminate against any student or other recipient of services under this Contract due to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, or disability in the delivery of programs and services rendered under this Contract. Breach of covenants recited herein shall be regarded as a material breach of the Contract.

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

13. FORCE MAJEURE

13.1 In the event a Party is unable to perform as herein specified due to circumstances out of its control, which may include any civil disturbance, fire, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, or governmental action, that party shall be excused from performance. A change in market conditions does not constitute force majeure.

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

14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

15. TAXES

The Contractor is responsible for sales taxes and other applicable taxes related to the services provided under this Contract. The parties acknowledge that the School District is a tax-exempt entity.

16. ASSIGNMENT AND SUBCONTRACTING

This Contract shall not be assigned, or subcontracted, in whole or in part, without the prior written consent of the School District, but in no case shall such consent change the terms of the Contract.

17. NOTICES

Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective upon 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.

18. 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, unless removal of the illegal or invalid provision materially alters the basic intent of the Contract.

19. 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.

20. 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.

21. ENTIRE CONTRACT.

This instrument contains the entire Contract entered into between the Parties hereto, and its terms may not be modified except in writing signed by the Contractor and 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.

22. NO THIRD PARTY BENEFICIARIES

This Contract is enforceable only by the Parties. No other person may enforce any of the terms contained in this Agreement, nor is the Agreement intended to confer third party beneficiary status on any third party.

23. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing contained in this Contract is intended to, nor shall it, waive School District's defense of governmental immunity.

24. INCORPORATION OF REQUEST FOR PROPOSALS

Contractor shall provide the Services described in the relevant Custodial Services Request for Proposal ("RFP"), which is incorporated herein by reference, pursuant to the terms and conditions of this Agreement. In the event of any inconsistency among this Agreement, the RFP, accepted portions of Contractor's response to the RFP, or any attachments thereto, the terms most favorable to the District shall apply. The District shall determine, in its sole discretion, which terms are most favorable to the District.

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

_____,

By: _____

Its: _____

Dated: _____

_____,

By: _____

Its: _____

Dated: _____

Attachment A

**Non-Exclusive List of Required Services
and Initial Performance Schedule**