

**BEECHER COMMUNITY SCHOOL DISTRICT
SECURITY SERVICES**

REQUEST FOR PROPOSALS ("RFP")

May 15, 2023

I. **SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS**

The date and time for receipt of Proposals is:

June 2, 2023, at 12 Noon

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

BEECHER COMMUNITY SCHOOL DISTRICT
SECURITY SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Beecher Community School District
Attention: Dr. Richard E. Klee
Superintendent of Schools
1020 W. Coldwater Road
Flint, Michigan 48505

1.2 Late Proposals. Each Proposer is responsible for submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above may be rejected for consideration by the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will **NOT** be accepted. Along with the original, signed Proposal, the Proposer shall also submit two (2) copies of the Proposal.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated above, by the superintendent and/or such other administrator authorized by the Board of Education. No immediate decision will be rendered. Proposals will not be open to the public, nor disclosed to unauthorized persons prior to award of

Contract. However, after award of Contract, all Proposals shall be open to public inspection, subject to any continuing disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an “Intent to Respond” to Dr. Richard E. Klee at rklee@beecherschools.org. An Intent to Respond shall include the name of the Proposer, the name of the contact person, and that person’s email address. The School District intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an Intent to Respond are not precluded from bidding, however, they may not receive responses to requests for clarification or addenda and shall be responsible for obtaining any such information in an alternative manner.

1.5.2 *Requests for Clarification.* Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of Proposals, the School District will not entertain any complaint or claim that the terms of the RFP were misunderstood. Proposers may request clarification of information within the RFP. All such requests should be made in writing to Dr. Richard E. Klee at the property address and/or email address given above. A written response to all written requests for clarification will be made within ten (10) business days after the receipt of such requests and distributed to Proposers who submitted an Intent to Respond via addenda. No requests for clarification will be accepted after the close of business on May 30, 2023. The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District as having received an RFP.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to those providing an Intent to Respond and otherwise available to all Proposers upon an appropriate request. The School District may, but must not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business on May 30, 2023. Each Proposer bears responsibility for confirming before submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a

Proposer to receive, or acknowledge receipt of any addendum will not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5.4 *Availability.* Copies of this RFP and any associated addenda may be received from the Beecher Community School District Business Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

1.7 Bonding and Security. Each Proposal must be accompanied by a bid bond, certified check, or irrevocable letter of credit in an amount of five percent (5%) of the first year's proposed contract sum as a guarantee of the Proposer's good faith. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Beecher Community School District," and the School District must not be liable for any interest earned thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to perform services or to execute the form of Contract, including the provision of insurance and bonds acceptable to the School District, within fifteen (15) days of an award of the Contract to Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award and execution of a Contract by the successful Proposer.

1.8 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to any entity or person other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the

Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- A Proposal is received by a Proposer determined by the School District not to be a responsible Proposer
- Failure to furnish a bond or security as required by the RFP
- Any other reason deemed relevant by the School District and which is consistently applied

1.9 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.10 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP. Also, if selected, any start-up costs are included in the bid amount.

1.11 Modification or Withdrawal of Proposals.

1.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original Proposal sum.

1.11.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.12 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies its Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.12.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached to this RFP.

1.12.3 The Proposer shall submit a certification under the Iran Economic Sanctions Act in substantially the form attached to this RFP.

1.13 Pre-Bid Walk of Facilities.

1.13.1 The School District may conduct a pre-bid walk of the facilities on a date to be determined. The Proposer is strongly encouraged to attend any such walk-through because, if provided, *no other walks will be guaranteed*. The Proposer may ask questions about the facilities and the RFP during such walk, answers to which may be given immediately or at a later date in accordance with the process described above.

1.13.2 The School District reserves the right to reject the proposal of any Proposer failing to attend any such pre-bid walk and failing otherwise to explain in writing why the Proposer has at least equivalent knowledge of the School District's facilities as other Proposers who attended the walk-through.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

2.1 The RFP shall be released and considered on the following schedule:

Release of RFP	May 15, 2023
Pre-Submission Conference	May 22, 2023
Mandatory Pre-Bid Meeting / Walkthrough Ira A. Rutherford, III Administration Building 1020 W. Coldwater Road, Flint, MI 48505	May 24, 2023
Deadline for Requests for Clarification and Addenda	May 30, 2023
Proposals Due / Bid Opening at Ira A. Rutherford, III Administration Building 1020 W. Coldwater Road, Flint, MI 48505	June 2, 2023 at 12 Noon; Bid Opening at 12:15 PM
Consultation Meeting with Building & Site Committee Ira A. Rutherford, III Administration Building 1020 W. Coldwater Road, Flint, MI 48505	June 7, 2023 at 5:30 PM
Proposer Interviews Ira A. Rutherford, III Administration Building 1020 W. Coldwater Road, Flint, MI 48505	June 14, 2023 at 5:30 PM
Award of Contract	June 21, 2023
Commencement of Services	July 1, 2023

With the exception of the deadline for Proposal submission, the School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

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

2.2.1 Bid security as required by Section 1.7.

2.2.2 Original bid document and copies as required by Section 1.3.

2.2.3 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer and brief statement of its history, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.

2.2.4 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as Attachment C.

2.2.4.1 The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall also provide an adequate explanation how the Proposed Contract Sum has been computed.

2.2.4.2 Alternative pricing *shall* be provided for all of the following:

2.2.4.2.1 The additional cost of providing services for three additional one-year Terms, which may be authorized at the School District's sole option.

2.2.4.2.2 The additional cost of providing a performance bond as further discussed in Section 2.4.4.

2.2.4.2.3 The reduced cost of using the School District's existing supplies, materials and equipment.

2.2.4.2.4 The additional cost of providing services for holidays as provided in Section 4.3.1.4.

2.2.4.2.5 In light of the School District's simultaneous issuance of multiple Requests for Proposals (i.e., Custodial and Maintenance Services, Grounds Services and Snow Removal), the reduced cost to the School District if the Proposer is awarded more than one RFP.

2.2.4.3 Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.

2.2.5 By submitting a Proposal, each Proposer is attesting to the following: (a) Proposer has read and understands the RFP and project requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the buildings, grounds, and scope of work to be performed, and (c) Proposer's price is based upon all required work, personnel, supplies, materials and equipment, taxes, and other costs described in the RFP and in accordance with all terms and conditions without exception.

2.2.6 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that they are currently providing security services for other Early Head Start-12/Adult Education school districts of similar size and scope as the School District, particularly identifying outstanding security contracts.

2.2.7 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.

2.2.8 The Proposal shall include background information and qualifications of the personnel who will be involved with the School District, including a list of proposed management staff to be assigned to manage the School District's security needs, describe the chain of command and reporting relationships, and include an organizational chart (including where any School District liaison or representative would be placed).

2.2.9 The Proposer shall acknowledge the at-will status of management and staff as further described herein.

2.2.10 The Proposer shall provide a list of training programs, if any.

2.2.11 The Proposer shall describe in detail its experience with respect to the conversion of security from between contracted service providers, as well as a transition plan for the School District. The Proposer shall further describe how it will assist the School District in this regard and its customer relations philosophy with respect to the same.

2.2.12 The Proposer shall provide a list of at least three (3) references, including contact names, addresses, phone numbers, length of time in service, and square footage of applicable facilities.

2.2.13 The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including an annual audited financial report for the three most recent fiscal years.

2.2.14 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, licenses, codes, ordinances and policies that apply to Michigan public schools. Without limiting the breadth of the foregoing, the Proposer shall agree to comply, at its cost, with the requirements for criminal history and background checks conducted or facilitated by the School District as required by the Revised School Code.

2.2.15 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Proposer's provision of security services, provision of supplies, materials and equipment with respect to same, working conditions, employment practices, and mistreatment of pupils or others. It is not contemplated that workers compensation or unemployment proceedings be discussed pursuant to this section.

2.2.16 The Proposer shall provide a written schedule identifying the number of employees designated per building for each day and the total number of hours the Proposer's employees will work therein each day. The Proposer shall also provide the number of reserve staff available to meet minimum staffing requirements. Such information shall be considered to evaluate the Proposer's ability to meet maintenance and repair service requirements for each School District facility.

2.2.17 The Proposer shall specifically identify and explain any and all complaints or requested exceptions to its compliance with the requirements of this RFP and the form of Contract. The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and/or Contract.

2.2.18 The Proposer shall provide a brief statement of its business and service philosophy, goals, and visions.

2.3 Evaluation of Proposals. The RFP's purpose is to consider a contractual relationship with an experienced and qualified security service provider to provide complete security services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest performance standards and reliability. It is acknowledged that every aspect of the operation may not be detailed in this RFP. The Proposer must document its expertise, experience, and approach based on its understanding of the School District's requirements.

2.3.1 The School District shall have the right to take such steps as are necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner in accordance with the RFP. In determining the qualifications and responsibilities of the Proposer, the School District shall take into consideration those criteria listed in Section 2.2 and any other consistently-applied information the School District deems necessary.

2.3.2 The School District reserves the right, but must not be obligated, to select one or more Proposers for post-Proposal investigation, discussions, and negotiations, which may include a short post-proposal oral presentation to the School District. Such discussions and negotiations, if they occur, will involve only Proposers who submit Proposals falling within a competitive range to be determined by the School District. Proposals will be generally evaluated based on quality of response to this RFP, apparent capability of Proposer in the areas of management, business stability, routing, human resources, and cost.

2.3.3 The School District reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the School District may be served, including the right to award a Contract without further discussion or negotiation with anyone proposing these services.

2.4 Contract Award and Requirements.

2.4.1 The Contract will be substantially in the form attached hereto as Attachment D, except that the School District may elect in its sole discretion to further negotiate the terms of the same with a Proposer if its Proposal falls within a competitive range as determined by the School District.

2.4.2 The award of the Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. The Contract between the School District and Proposer shall come into existence and be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable, (b) execution of a Contract reduced to writing as contemplated by Section 2.4.1; and (c) authorization by the School District's Board of Education. The Contract must not exist between a Proposer and the School District merely because a Proposer has submitted a conforming Proposal and the School District's Board of Education has accepted the Proposer's Proposal. The Contract shall only come into existence when the Contract between the School District and the Proposer contemplated under Section 2.4.1 is executed by both parties and approved by the School District's Board of Education.

2.4.3 The Contract shall be for an initial two (2)-year term, commencing July 1, 2023, and concluding June 30, 2025 with the School District having the right to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to three (3) additional years. *In addition to the period described above*, Proposers may submit a supplemental alternate for a different time frame. The Contract may be terminated upon thirty (30) days' written notice from the School District with or without cause.

2.4.4 The District may require the selected Proposer to provide a performance bond in an amount equal to one hundred percent (100%) of the Proposed Contract Sum. The decision to require a performance bond rests solely with the School District. The School District will allow for an additional cost for the performance bond, but only if the Proposer identified such additional cost as an add-alternate, as required above. If a performance bond is required, the bond shall be written in a form acceptable to the School District and shall be delivered to the School District prior to the date of performance. The School District reserves the right to negotiate the terms of the performance bond, for example, to base the cost on only the first year of service.

2.4.5 Insurance.

2.4.5.1 The Proposer shall insure jointly the liability of itself, the School District, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. 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. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

2.4.5.2 The Proposer shall maintain insurance coverage satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the Contract's term. The Proposer shall furnish evidence thereof to the School District not less than thirty (30) calendar days before coverage is required and services are scheduled 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 or change in the policy, and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in Michigan.

2.4.5.3 The Proposer shall maintain such general liability insurance that will protect the Proposer from any claims for liability damages, including death, and damage to property that may arise from operations under, related to, or about the Contract.

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

2.4.5.5 The Proposer and all subcontractors must maintain the following types of insurance, limits of liability, and policy extensions:

Workers Compensation and Employers Liability Insurance
Coverage A – Statutory
Coverage B – \$1,000,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions)

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations	Aggregate \$3,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles)

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

The Proposer must not commence work under the Contract until all insurance stated in these Specifications is obtained and the School District has reviewed all associated insurance policies.

2.4.6 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of, and the School District accepted portions of the Proposer’s responses to, this RFP. The Contract will be substantially in the form of agreement attached as Attachment D, subject to: (a) the School District’s ability, in its sole and absolute discretion, to negotiate the Contract’s terms, and (b) any specific exception to the Contract’s terms as identified and explained in writing by the Proposer pursuant to Section 2.2.17, and agreed to by the School District. In the event of any inconsistency between the Contract, the RFP, and response, the provision that is most favorable to the School District (as determined in the School District’s sole discretion). Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. SCHOOL DISTRICT PROFILE AND OVERVIEW

Schools/Buildings/Land

Ira A. Rutherford, III Administrative Building/Campus	42,161sq ft
Beecher Middle/High School	122,664 sq ft
Dailey Elementary School	62,493 sq ft
Tucker Elementary School (closed).....	82,217 sq ft

Old Administration Building (closed).....	3,864 sq ft
Franklin Building.....	5,000 sq ft (appx)
High School Complex (Old High School) (closed)..	59,208 sq ft
Industrial Arts Building... ..	5,317 sq ft
JROTC Building... ..	4,869 sq ft
Moses Lacy Field House.....	29,054 sq ft
Russ Reynold’s Athletic Field and Bleacher Storage... ..	3,360 sq ft
Russ Reynold’s Concession Stand.....	192 sq ft
Russ Reynold’s Press Box... ..	4,869 sq ft

Students/Staff

2022/2023 Enrollment	630 students / 64 staff
Projected increase/decrease in future enrollment	< 26 >

IV. DESCRIPTION OF SERVICES

4.1 Generally. Proposer shall, during the entire term of the Contract, furnish all management, supervision, supplies, equipment, services, and necessary insurances required to provide all School District security services in accordance with this RFP and at least at the same or similar service level as currently provided by the School District, including:

4.1.1 The selection, evaluation, training, compensation, and retention of security employees, including all necessary, management and personnel.

4.1.2 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.

4.1.3 Continuous analysis of the security 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.

4.1.4 Proposer and its employees are required to, and shall at all times, comply with any and all standards, regulations, codes and laws of federal, state, and local governments, including but not limited to the handling of materials, licensing and permitting requirements, privacy issues, student record issues and any other issues arising out of the services provided pursuant to the Contract or this RFP. Further, the Proposer and its employees must know and abide by the applicable policies, guidelines, and directives of the School District, including, by way of example only, policies related to sexual harassment, marihuana use, and smoking. It must also familiarize and comply with the School District's crisis plan. As mandated by the Revised School Code, criminal history and criminal record checks must be done on all employees providing services under the Contract, which costs shall be borne by the Proposer. Without limiting any other indemnification provision(s) herein, the Proposer shall indemnify and hold harmless the Contractor for any injuries or damages arising out of the failure to comply with applicable laws and policies. Without limiting the breadth of the Proposer's obligation to comply with law, it is specifically required that any security service shall be performed by fully and appropriately licensed individuals.

4.2 Management.

4.2.1 The Proposer shall provide management staff and technical support to coordinate all Proposer functions described in the RFP. These staff members shall ensure that the School District's security needs are smoothly and efficiently met. The Proposer must employ or subcontract with qualified individuals who will be able and available to meet the School District's security needs.

The Proposal shall include a list of the proposed management staff, positions and experience, including telephone numbers and email addresses the School District can use to reach them at all times. The Proposer shall return any School District calls made under this Section 4.2.1 within thirty (30) minutes of the time the initial call. The Proposer shall be responsible for the cost of all phones (and, if applicable, computers), as well as ensuring their acceptability for the requirements set forth herein.

4.2.2 Proposer's management staff must: (a) have the ability to access and use a computer for routine tasks, (b) be authorized to act as the Proposer's agent in all communications related to the performance of services, (c) have experience supervising security staff, (d) have authority to schedule working hours, assignments, and procedures, (e) cooperate with School District administrators, and (f) be available for inspections, upon request, at times other than normal working hours.

4.2.3 Once assigned, an on-site manager must not be removed by Proposer without prior written consent of the School District. The Proposer shall, on the written direction of the School District, remove and replace any and all proposed management staff from the provision of services to the School District under the Contract.

4.2.4 The Proposer's management staff shall advise the School District on routine organization and operation matters concerning the security services, provided that such consultation does not disrupt the Proposer's ability to perform the services described in the RFP. The Proposer's management staff shall meet with the District at least once a week to discuss a calendar of events and to ensure a proper level of service.

4.3 Operations.

4.3.1 Operational Requirements.

4.3.1.1 The Proposer shall provide all security services necessary to meet the School District's regular needs as described by the School District from time to time. Service shall be provided on all school days, throughout the summer and on breaks as needed, or as otherwise designated by the School District. If necessary to meet performance obligations and standards, security may occur on weekends. The Proposer shall provide an Implementation Plan, including the total number of employees per building, job descriptions, and manuals detailing standard and emergency maintenance and repair procedures.

4.3.1.2 As reasonably requested by the School District, the Proposer shall provide other security services when such services do not conflict with regular service obligations.

4.3.1.3 Regardless of the minimum specified hours, it is the Proposer's responsibility to maintain the standard of security specified in this RFP (and, if applicable, the Contract) by adhering to

the guidelines attached to this RFP (or, if not attached, the standard currently held by the School District or as reasonably increased thereafter by the School District in its sole discretion). Proposer must provide sufficient personnel to ensure that the requirements are met and that each facility is secured, maintained and all other duties are performed on a daily basis.

4.3.1.4 Extracurricular and Weekend Activities. The Proposer will be responsible for security (when appropriate) for any extracurricular activity needs, sporting events, or rental agreements that occur at School District facilities. The Proposer acknowledges that these events are numerous and may occur after student hours.

4.3.1.4.1 The Proposer will be responsible to provide sufficient personnel as required by the District for extracurricular and weekend activities. Periodic special events may require the Proposer to modify the security schedule to accomplish those special events (parent teacher conferences, ice cream socials, a play in the auditorium, home sports events, etc.).

4.3.1.4.2 Extracurricular and weekend services will be included within the Proposer's base bid, unless an exception is noted and alternate pricing is provided on the proposal form. For all services performed during school holidays, the Proposer must identify the cost of those services as a mandatory alternative. If the selected Proposer requires additional payment for these services, additional compensation will be paid only if approved in advance by the School District's designee. Itemized bills should include the date of the service, hours worked, the employees who worked and who approved the service and the services performed. Such billing must be submitted under separate invoices but at the same time as the base Contract invoice for the month within which the service was provided.

4.3.2 Staff Management Requirements. The Proposer shall attempt to ensure continuity of management staff and other employees to promote familiarity and excellence in the provision of services. However, the Proposer shall, on the written direction of the School

District, remove and replace any and all proposed staff at will from the provision of services to the School District under the Contract.

4.3.3 Changes in School Schedules

4.3.3.1 The School District may, at its sole discretion, suspend the Proposer's services (and its payment obligations concerning the services) in the occurrence of an event beyond the reasonable control of the School District, which could include: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the School District. The School District will provide the Proposer written notice if it suspends the services under this Section 4.3.3.1.

4.3.3.2 The Proposer 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 security programs 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.

4.3.4 Limitation of the School District's Obligations. The School District is not at any time obligated to request other services from the Proposer, nor pay for services not received.

4.3.5 School District's Right to Contract Separately. The School District expressly retains the right to Contract separately with other vendors or entities for any services not expressly awarded to Proposer by the Contract.

4.4 Employee Requirements.

4.4.1 The Proposer shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the security services to be performed under the Contract. The Proposer shall perform the

services set forth in the Contract at time periods as approved by the School District's designee. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.

- 4.4.2 Pre-Employment Screening. The Proposer shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Proposer's performance under this RFP (or, if applicable, the Contract). The Proposer shall interview and give consideration to employing any School District's personnel that is displaced as a result of the implementation of the RFP (or Contract). There will *not* be an obligation that displaced School District personnel are hired by the Proposer. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the candidate's suitability for work in the custodial 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 must not be hired by the Proposer for any position that serves the School District pursuant to the RFP (or Contract).
- 4.4.3 Transfer. Upon request by the School District, subject to the Proposer's rights as employer to control and direct its employees, the Proposer shall consult with the School District concerning the Proposer's continuing assignment of employees to provide services to the School District. Any Proposer 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 Proposer shall be transferred by the Proposer to other functions to the extent permitted by law and necessary to maintain an independent contractor relationship. Such transfer, if based only on School District determination, shall be without stigma or negative connotation.
- 4.4.4 During the course of Proposer's performance of services, a meeting may be called at any time by the Proposer 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). Any continued or repeated offenses with regard to the services may be subject to fines deducted from the monthly invoice. Failure by the Proposer to remedy concerns of the School District may result in the termination of the Contract.
- 4.4.5 The Proposer must comply with all applicable School District policies. All of Proposer's employees are to present themselves in an appropriate manner and

attire consistent with the School District's requirements. The School District reserves the right to seek removal of any employee of the Proposer whose moral conduct, behavior, health habits or appearance are unsatisfactory. All of the Proposer's employees should be: (a) able to read, write and understand directions, (b) able to inspect, see, and report security and maintenance needs, (c) able to interact positively, courteously, and appropriately with students, school employees and the public, (d) qualified and 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. Proposer 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 individuals are in a facility at any particular time. The Proposer 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 Proposer's employees, consistent with applicable laws.

At no time shall the Proposer's personnel do any of the following: (a) allow areas to be unsupervised 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) use any School District equipment (i.e.: telephones, computers, copiers, TV's, VCR's) that is not required to perform duties as detailed in this RFP or Contract, (f) smoke or use any tobacco products on School District property, (g) use or remove any School District owned equipment or supplies outside of the School District's facilities, or (h) 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 Proposer or they receive prior approval from the School District's designee.

4.5 Supplies, Materials and Equipment.

- 4.5.1 Subject to 4.5.7, Proposer shall furnish all supplies, materials and equipment to be used in its performance of the RFP (or Contract) and all such costs should be included in the Proposed Contract sum, and shall also be stated as a separate unit price. Proposer shall be responsible for all items stored on the School District's premises.
- 4.5.2 Proposer may be required to submit a complete list by brand name and product number of all supplies and equipment to be used in fulfilling the RFP

(or Contract). The School District reserves the right to accept or reject any such items. An acceptable substitute must be immediately furnished for any rejected items.

- 4.5.3 Proposer shall submit and update as necessary an inventory of equipment, including make, model, and storage/use location, and forward a copy of same to School District as requested. Proposer shall provide, upon request, its process for repair, replacement and preventative maintenance for equipment.
- 4.5.4 Proposer shall submit as a part of its Proposal, a purchase price for the purchase of the School District's existing supplies, materials and equipment for security services.
- 4.5.5 The School District reserves the right, prior to an award of any contract, to evaluate and negotiate and/or reject any unit price for supplies, materials and equipment that is determined by the School District to be unreasonable in amount.
- 4.5.6 The School District reserves the right to correct mathematical errors in extensions and additions by the Proposer. The School District's corrected Proposal sum total shall take preference over the Proposal. The School District corrected Proposal sum total shall take precedence over the Proposer's inaccurately computed Proposer sum total.
- 4.5.7 The School District reserves the right to purchase supplies, materials, and equipment necessary for the performance of this RFP (or Contract) and to reduce amounts due to Proposer with respect to same.

4.6 Compensation.

- 4.6.1 In consideration for services, the School District shall pay to Proposer all sums due and owing and calculated in accordance with the Proposed Contract Sum (as may be modified by negotiation) and the billing methodology prescribed in the Proposal and accepted by the School District.
- 4.6.2 Proposer shall submit to the School District an invoice for services no more frequently than monthly, seeking payment for services rendered during the preceding month. Statements must provide specific detail that will allow the School District to verify costs and expenses incurred. The School District shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the School District reasonably disputes the invoice in good faith.

4.6.3 In the event the School District's security needs materially change during the term of the Contract and School District desires to alter the base services provided by the Proposer as described in this RFP (or any applicable Contract), including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation shall be subject to renegotiation. Accordingly, the Proposer shall formulate its Proposal with the assumption that, in the event of material changes in security (including, but not limited to, building reorganization, change in scope, change in timing), the economic terms shall be subject to renegotiation and, if the parties are unable to reach agreement on such renegotiation, the School District shall have the option of either continuing the contract as then applicable or terminating the Contract, altogether, without penalty.

4.7 Records and Reporting Requirements. The Proposer shall provide final cost reports on a minimum quarterly basis and any other information agreed to by the School District and the Proposer on a mutually agreeable time frame. The Proposer shall make available at any time to the School District all operating records that the School District may request.

4.8 Termination of Contract.

4.8.1 In addition to any other rights the School District may have, it shall have the right to declare the Proposer in default and terminate the contract if:

4.8.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;

4.8.1.2 Proposer abandons the work;

4.8.1.3 Proposer refuses to proceed with the work when and as directed by the School District or fails to correct within a reasonable correction period of not more than seven days any unsatisfactory performance after receiving notice from School District of such unsatisfactory performance;

4.8.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;

4.8.1.5 The School District Board of Education determines that Proposer is, or has been, violating any of the provisions of the RFP (or Contract);

4.8.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees;

4.8.2 In the event the State of Michigan's funding levels and related formulas are materially reduced beyond those levels established for the current fiscal year for the School District, the School District reserves the right to terminate the Contract without penalty and effectuate termination upon providing Proposer with the written notice.

4.8.3 The School District shall have the right to terminate the Contract for any or no reason by providing thirty (30) days' prior written notice.

4.8.4 In the event of a termination, the Proposer shall be entitled to compensation for those services properly provided to the date of termination. Proposer shall have no right to any special or consequential damages in the event of such termination. Proposer shall be responsible for any damages incurred by the School District from termination due to Proposer's failure to comply with the terms of its service obligations.

4.9 Hold Harmless/Indemnification Agreement. The Proposer shall hold harmless and indemnify the School District's and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense, relating to any injury to person or property in any way related to the Proposer's performance or nonperformance of services under the RFP (or Contract), as applicable, regardless of how caused. The Proposer must notify the School District immediately upon knowledge of any claim, suit, action or proceeding for which the School District may be entitled to indemnification hereunder.

4.10 Taxes. Except to the extent the School District purchases supplies, materials and equipment as allowed under this RFP, the Proposer is responsible for sales tax and any other applicable taxes related to the services provided under this RFP (or Contract).

4.11 Repairs to Property Damage. Damage to any School District facilities or properties caused by the Proposer, its agents or employees shall be repaired so that the facilities or properties are in as good condition as before entering into the contract. All repairs shall be accomplished at no cost to the School District. Proposer shall report any such damage to the School District within 12 hours of the occurrence.

4.12 Force Majeure.

4.12.1 The Proposer is expected to work on days when normal school operations are closed due to weather-related issues or emergency (such as boiler failure).

4.12.3 If one or more School District facilities are closed for more than three consecutive days for any force majeure reason, the School District may request that services be temporarily suspended in the applicable building(s). If this occurs, the School District's bill for that month shall be reduced by 1/20th for each day of work that services are cancelled.

4.13 Absenteeism. Absenteeism can significantly and adversely affect the quality of services received by the School District. The Proposer must maintain qualified substitutes with completed background checks, available at short notice, to ensure that the School District is adequately staffed in the event of illness or injury. The Proposer shall provide a substitute back-up plan to the School District for such purpose. The Proposer 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 work days, the Proposer is also required to inform the School District's designee. The School District reserves the right to audit payroll records and/or time cards of the Proposer and its employees.

4.14 Uniforms and Identification. All employees, men and women, performing services pursuant to this RFP are required to:

4.14.1 Wear distinctive and matching uniforms that are: (i) are neat and clean, (ii) include collared shirts, long sleeve or short sleeve, consistent in color and style among all employees, (iii) include pants of a coordinating color and style, and (iv) receive School District approval. Alternate summer work clothing may be allowed in the School District's sole discretion.

4.14.2 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 that the Proposer fails, neglects or refuses to conform with the above requirements, the Contract may be subject to immediate termination by the School District without penalty.

4.15 Schedule Changes. Proposer must submit daily, weekly, monthly, and annual service schedules for the School District's review. The School District reserves the right to change any and all service schedules with five (5) days advance notice to Proposer. The Proposer must notify the School District immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Proposer must notify the School District's designee in advance of any condition or situation, which will affect the performance of the work under this RFP (or Contract). In either case, the Proposer shall communicate how the affected work will be rescheduled.

4.16 Independent Contractor Status. It is expressly acknowledged and agreed between

Proposer and the School District that Proposer will act as an independent contractor in the performance of its duties under this RFP (or Contract) and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Proposer shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Proposer's activities, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Proposer shall maintain any employee forms (e.g., payment and tax forms) required by law of the School District. The Proposer must not be considered an employee of the School District, nor is Proposer entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. The RFP (or Contract) must not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Nothing in the RFP (or Contract) shall be construed to interfere with or otherwise affect the rendering of services by Proposer in accordance with its independent and professional judgment.

V. TRAINING REQUIREMENTS.

The School District maintains that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective services. The Proposer is to have, in-place, an on-going, effective and documented training program which provides all local, state and federally mandated training, if any, and which may include but are not limited to the following:

- Asbestos Hazard Emergency Response Act
- Crisis Prevention
- Student Seclusion and Restraint
- COVID-19 Prevention
- Infection Control
- Blood-borne Pathogens
- Material Safety Data Sheets
- Safety
- Personal Grooming
- Sexual Harassment
- Confined Spaces
- Handbook/Policy Review
- Hazardous Substances
- Safety

The Proposer shall show proof that it has provided training as required by law and will provide to the School District a copy of its safety program(s), all training logs and, if requested, training verification.

The Proposer shall employ a sufficient number of licensed employees capable of performing security work, for example, with respect to necessitating licensure.

VI. OTHER CONSIDERATIONS/SERVICES.

6.1 Alarm Codes. If the School District uses alarm codes, a security code list shall be issued to the Proposer'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 Proposer to new employees. The Proposer shall immediately notify the School District of the reassignment or termination of any employee who had been assigned an alarm code.

6.2 Facility Opening and Closing. Exterior doors are to be unlocked and locked at the times specified by the School District's designee. The Proposer is responsible for the security of the facilities during operations. The Proposer shall secure each respective facility at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, and close all windows).

6.3 Emergencies.

6.3.1 Communication is critical when maintaining multiple facilities. The Proposer must provide the School District's designee with an emergency contact person and telephone number. The Proposer 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.

6.3.2 The Proposer shall respond to emergency requests, 24 hours per day, 7 days per week, 365 days per year. This service will be included within the Proposer's base bid, unless specifically identified otherwise and an alternate and additional price is provided on the Proposal form.

6.4 Keys. The School District will supply keys to the relevant facilities. All keys will be issued to, and must be signed out by, the Proposer's management personnel. The School District will provide an appropriate number of keys, and at no time shall keys be copied, lent to another, or otherwise be 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 Proposer. The School District reserves the right to inventory the Proposer'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.

6.5 Quality Control/Inspections. The Proposer's supervisor, the School District's designee and other personnel as deemed appropriate by the School District's designee will perform periodic inspections of each School District facility, with or without notice, to: (1) ensure tasks are properly completed according to the RFP (or Contract), and (2) ensure that the quality of services is satisfactory and meets the highest standards and accepted practices of the industry. An inspection of all facilities will be conducted before the start of each school year. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year. This requirement is not intended to limit the Proposer's responsibility to inspect or control its own work, nor does it limit the School District's right to inspect any facility at any time. Prior notification of inspections may or may not be furnished to the Proposer. The Proposer will be granted a reasonable time to correct the deficiencies. When the School District's designee deems it necessary to correct unsatisfactory performance to maintain a safe clean and safe environment, it shall be permitted to do so and all associated costs incurred by the School District will be deducted from payments due Proposer.

6.6 Manufacturer's Recommendations. The Proposer shall ensure that all applicable equipment-manufacturer's recommendations for usage and maintenance are followed. The Proposer shall also ensure compliance with manufacturer's recommendations for usage of equipment, materials, and supplies.

6.7 Price Adjustments. The School District reserves the right to adjust the frequency and/or scope of work if it determines, in its sole discretion, that such adjustment is financially necessary, appropriate, or otherwise advisable. If the School District reduces the scope of services during the term of the Contract, the price shall be proportionately adjusted. In submitting its proposal, the Proposer acknowledges the possibility of such a work adjustment.

6.8 Record-Keeping Requirements.

6.8.1 The Proposer shall maintain a procedures manual in each School District building, which is indexed and contains building-specific information about: (a) the Proposer's standard practices and procedures, (b) daily routines and schedules for employees assigned to the building, (c) emergency and safety procedures, and (d) a list of employees assigned to the building.

6.8.2 The Proposer shall report, in writing, any damage that occurs during the

performance of Proposer's services or that is caused by one or more of the Proposer's employees. The Proposer shall inform the School District's designee of any acts of vandalism, attempts at forced entry, and any items that need maintenance or repair discovered during the performance of services.

6.9 School District Equipment, Materials, and Supplies. If the Proposer elects to purchase the School District's equipment, materials, and supplies, the District shall have the option of re-purchasing those items upon termination of the Contract for an amount equal to the value of same, but in no event more than the amount paid by Purchaser less applicable depreciation. If the Proposer elects to use its own equipment, materials, and supplies for the performance of services hereunder, the parties may negotiate a price for the School District to purchase same upon termination of the Contract.

6.10 Conservation.

6.10.1 Every reasonable effort shall be made to conserve energy whenever possible as it relates to the performance of services. The Proposer shall employ all reasonable measures to reduce and prevent waste. The Proposer shall provide a copy of any applicable "green cleaning" program that it will (or may) utilize for performing services for the School District.

6.10.3 The Proposer shall participate in any existing and/or future recycling programs established by the School District.

6.11 Lost and Found. All lost and found articles recovered by Proposer'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, which may include such information as days of student instruction and curricular/extracurricular events.

6.12 School Calendar. A School District calendar may be received upon written request to the contact person and address identified above. The Proposer will be held to know and to comply with the School District calendar.

6.13 List Services. A list of services to be provided in addition to those identified herein can be found in Attachment E.

Attachments to RFP: Attachment A – Familial Disclosure Form

Attachment B – Iran Economic Sanctions Act Certification

Attachment C – Proposal Form

Attachment D – Form of Contract

Attachment E – Non-Exclusive List of Services

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:
- President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of [insert name of contractor], a bidder for security services at Beecher Community School District.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the security services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 2023

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of security services to Beecher Community School District. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C - Proposal Form

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Pricing Terms:

Base Bid: \$ _____

Required Alternate No. 1: (plus/minus) \$ _____

Required Alternate No. 2: (plus/minus) \$ _____

Required Alternate No. 3: (plus/minus) \$ _____

Required Alternate No. 4: (plus/minus) \$ _____

Required Alternate No. 5: (plus/minus) \$ _____

Optional Alternates:

Attachment D – Form of Contract

AGREEMENT FOR SECURITY SERVICES

THIS SECURITY SERVICES Agreement (“Agreement”) is entered into this ____ day of _____, 2023 (“Effective Date”), by and between Beecher Community School District (“School District”), a Michigan general powers school district, organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 1020 West Coldwater Road, Flint, Michigan 48505 (the “School District” or “District”), and _____ (“Contractor”), a _____, whose address is _____.

RECITALS

WHEREAS, School District is organized and operated under the Michigan Revised School Code and has the powers, authority and duties established therein, specifically including the authority to engage independent contractors to carry out its powers; and

WHEREAS, School District is engaged in providing public educational services and programs and desires security and monitoring services for its buildings, parking lots, and other areas as may be necessary and Contractor desires to provide such services to the School District; and

WHEREAS, Contractor has the expertise, training, capacity and qualifications to perform the services contemplated under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. SERVICES GENERALLY.

1.1 The parties acknowledge and agree that the Security Services Request for Proposal dated May 15, 2023, including all attachments, Addenda, and official written responses to questions thereto, and Contractor’s proposal submitted in response thereto (collectively, the “Proposal”), are incorporated by reference. In the event of a conflict between or among this Agreement and the Proposal, the provision that provides School District with the greatest quality or quantity of service, as determined in School District’s sole discretion, will govern. Unless otherwise stated, subsequent references to the “Contract” will include this document together with the Proposal.

1.2 Contractor must, during the term of the Contract, furnish all labor, management, supervision, and necessary insurances required to provide School District security services described in the Proposal and in accordance with this Contract. A non-exhaustive description of required services, schedules, and service levels is set forth in the Proposal. Contractor

acknowledges that School District's need for security services is comprehensive and complex and that every aspect of such services may not be detailed in this Contract. Therefore, it is understood that, in addition to the listed services in the Proposal, all tasks incidental to required functions not specifically listed but normally included in general practices related to security services will be provided.

1.2.1 As requested by School District, in writing, Contractor must provide other security services outside the services to be performed under the Proposal or this Contract when such services do not conflict with regular service obligations ("Additional Services"). The cost for Additional Services, if any, must be based on hourly rates mutually agreed upon, in writing, by the parties prior to the performance of such services.

1.2.2 Contractor will not be compensated for services outside the scope of services set forth above unless, prior to the commencement of such services: (a) Contractor notifies School District and School District agrees that such services are outside the scope of services to be performed; (b) Contractor estimates the additional compensation required for the Additional Services; and (c) School District, after receiving the notice, approves the Additional Services and amount of compensation in writing.

1.2.3 Should School District decide to utilize the services of Contractor through an attrition schedule, Contractor will provide staffing on an as needed basis. The timing and nature of the staffing requirements will be in accordance with the service levels, staffing requirements, and needs of School District identified in the Proposal or otherwise as contained in a mutual agreement between Contractor and School District.

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

1.4 In the performance of services under this Contract, Contractor (its agents, contractors, and employees) will be regarded at all times as performing services as independent contractors of School District. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and School District will not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Contract. Contractor will be responsible for the selection, evaluation, training, compensation, and retention of employees, including all necessary management and security personnel.

1.4.1 Contractor will be regarded, designated, and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide services under this Contract. Contractor will be exclusively and solely

responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing, and otherwise regulating the employment conditions, employment rights, compensation, and other similar matters relative to all individuals whom Contractor utilizes in connection with providing services under this Contract.

1.4.2 Contractor will pay all salaries, wages, benefits, pension or retirement contributions, payroll, and other taxes to or on account of its employees or agents arising out of or resulting from services performed under the terms of this Contract. School District will not be liable for the payment of any such salaries, wages, benefits, pension or retirement contributions, payroll, or taxes thereon for or on behalf of any Contractor employee or agent. Contractor employees and agents are not entitled to receive any compensation, benefits or other amenities in any form from School District including, but not limited to, mileage, conference fees, and other expenses.

1.4.3 Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions, and payments to the appropriate federal, state, and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Contract. Contractor acknowledges its legal duty to obtain and maintain workers' compensation and employer's liability insurance, which Contractor must maintain, at a minimum, at the required statutory levels for the duration of this Contract. No part of Contractor's invoiced fees will be subject to withholding by School District for payment of any taxes, social security, pension, retirement, unemployment or workers' compensation insurance or any other similar tax obligations.

1.4.4 Contractor will be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Contractor's engagement under this contract. Contractor agrees to defend, indemnify and hold School District harmless from any and all such claims.

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

1.6 Contractor must immediately report to 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, acts of vandalism, or otherwise. Contractor must, at its own cost, 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, normal wear and tear excepted.

2. MANAGEMENT.

2.1 Contractor must provide management staff to coordinate all Contractor functions, and the functions of Contractor's employees, on a daily basis. Contractor's management staff must ensure that School District's needs are smoothly and efficiently met.

2.2 Management staff must be available for on-call emergencies or extraordinary events 24 hours a day, seven (7) days a week, and 365 days of the year and must assign appropriate Contractor personnel to address such emergencies or extraordinary events.

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

3. OPERATIONS.

3.1 Contractor must provide all security services necessary to meet School District's needs as set forth in the RFP, Proposal, or this Contract. Contractor must notify School District immediately of conditions which will affect the performance of the work under the Contract. In either case, Contractor must communicate how the affected work will be addressed to satisfy its obligations or rescheduled, if acceptable to School District.

3.2 Contractor shall maintain the standard of security specified in the Proposal and provide sufficient personnel to ensure that the requirements in the Proposal are met and that each facility is effectively secured and all other duties are performed in accordance with this Contract.

3.3 Contractor must cooperate with School District to maintain good public relations with the community and news media so that any pertinent items or issues affecting the security services 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.

4. CONTRACTOR REQUIREMENTS.

4.1 Contractor will provide an adequate staff of experienced personnel, capable of, and devoted to, the successful accomplishment of the services to be performed under this Contract. Contractor will perform the services set forth in this Contract and the Proposal using modern methods and techniques.

4.2 The parties acknowledge that School District is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may access its facilities. Accordingly, School District may request, subject to Contractor's rights as an employer, that Contractor prohibit a Contractor's employee that School District believes jeopardizes the reputation or public safety of School District and its facilities from entering said facilities. Such prohibition will in no way affect the

right of Contractor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

4.3 During the course of this Contract, a meeting may be called at any time by Contractor or School District to review the quality of the services provided or any other issue that may arise.

4.4 Contractor must comply with all applicable School District policies and law. Contractor recognizes that its employees will perform in safety-sensitive positions and will comply with School policies while on School District property.

Contractor will institute a drug and alcohol policy, and provide appropriate training and safeguards, consistent with the safety-sensitive positions to ensure the safety of School District's students, staff, visitors, and facilities. Contractor's employees will present themselves in an appropriate manner (not smelling of drugs or alcohol) and attire consistent with a school environment. Contractor's employees will be appropriately qualified and trained, and possess the requisite certifications or licenses for applicable activities, to perform services under this Contract. Contractor will 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. Contractor will provide at least 48 hours' notice before new employees are placed in any School District facility. School District reserves the right to perform any independent background checks on Contractor's employees, consistent with applicable laws. The parties recognize that said procedures exist to enable School District to control access to its facilities, protect its students, and track any incidents which may occur within its facilities. It is the parties' intent that the exercise of said procedures does not constitute, and should not be interpreted as, School District's exercise of any control or employer functions related to Contractor's employees.

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

4.5 In order to allow the District to control access to its facilities, and ensure the safety of its students, all of Contractor's employees performing services pursuant to this Contract are required to wear a clearly readable identification badge on the front of the uniform shirt (above the waist and preferably on a breast pocket) as well as any legally required personal protective equipment. In the event Contractor fails, neglects, or refuses to conform to the above requirements, the Contract may be subject to immediate termination by School District.

4.6 Contractor hereby agrees to comply with all federal, state, and municipal equal opportunity and anti-discrimination guidelines and regulations, including covenants that neither Contractor nor any subcontractors will discriminate against an employee or applicant for employment, student, School District employee, or School District guest, with respect to any actions including, but not limited to, hiring, conditions, or privileges of employment, or in a manner directly or indirectly related to employment or education, because of race, color, religion, national origin, age, sex, height, weight, marital status, pregnancy or disability. Failure on the part of the successful Contractor to comply with said guidelines and regulations will, upon reasonable notice, constitute grounds for School District to revoke and otherwise terminate this Contract and all obligations of School District thereunder.

4.7 To enable School District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Contractor: (a) will promptly notify the School District in writing of the identity of any individual employed or assigned by Contractor to perform services at the School District that is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (b) will provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Contract, as necessary for School District to report on a schedule and in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).

4.8 Contractor will be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Contract. These claims include, but are not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of services by employees or agents of Contractor in connection with this Contract. All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom will be the sole and exclusive responsibility of Contractor.

5. SUPPLIES, MATERIALS, AND EQUIPMENT.

5.1 Contractor must provide all vehicles, tools, equipment, supplies, and materials necessary to perform its obligations under this Contract and the tasks designated for Contractor's employees. The parties recognize that some equipment may be specific to the School District or the work space in which a Contractor's employee is performing his or her duties. This may include, but is not limited to, office space, custodial closets, desks, computers, and equipment necessary to accomplish the agreed upon services. The parties recognize that it may be impossible to put a value on the short term use of said items, for example the short time use of a desk or PC. In consideration for this use, Contractor will pay one dollar (\$1.00) annually for the use of the School District's resources.

5.2 Once obtained, Contractor shall be responsible for all supplies, materials, and equipment related to its performance of services, including, but not limited to, the storage and proper use of same. The School District shall provide a designated area where the Contractor's supplies, materials and equipment may be stored. Equipment must be maintained in such a manner to ensure the frequencies of the specification are maintained, and the quality is not compromised due to equipment neglect, failure or absence. School District must have no responsibility for any theft, disappearance, or misappropriation of any equipment, supplies, or property of Contractor. Contractor's supplies and equipment must comply with all applicable laws.

6. TERM AND TERMINATION

6.1 The Contract's term will be for a period of two (2) year(s), commencing July 1, 2023 ("Initial Term"). School District will have the option to extend this Contract under the same terms and conditions, in its sole discretion, on an annual basis unless otherwise agreed upon, up to one (1) additional year(s) on a year-to-year basis, for up to three (3) additional years (each a "Renewal Term"). Nothing in this Contract requires 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.

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

6.3 Notwithstanding the preceding section, School District may terminate this Contract immediately if: (a) Contractor breaches any of its material duties or obligations under the Contract or Contract Documents, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by 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 School District.

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

7. INVOICING AND PAYMENT TERMS

7.1 For the services described herein, Contractor will be paid a flat fee at a monthly rate to be calculated in alignment with the base bid pricing on a pro-rata basis (as applicable) for School District's facilities. The flat fee is based on the rate of \$_____ per year and will be billed at a rate of \$_____ per month for the contracted facilities starting with the 2023 billing. Contractor will invoice School District no more frequently than monthly, on the last business day of the month, to School District employee acting in the capacity of school business official, or his or her designee, at School District's business office.

7.2 Invoices for approved Additional Services, if any, must 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 will be separate from the regular monthly invoice but must be sent to School District together with the regular monthly invoice.

7.3 School District must pay undisputed amounts in each invoice within thirty (30) days of receipt of the invoice. School District will issue no more than one payment per month. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to School District's satisfaction within ten (10) business days prior to payment due date. School District will not be assessed any late payment penalties, fines, or charges for disputed amounts not timely paid due to Contractor's.

7.4 The Contractor will provide any attrition staffing to the School district under Section 1.2.3 at an hourly billable rate of \$_____. This rate is for labor only and does not include supplies or equipment.

8. INSURANCE AND INDEMNIFICATION.

8.1 Contractor must purchase and maintain for the life of the Contract insurance with limits of liability as required by law or as set forth in the RFP. Such insurance will be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. All applicable insurances will name as additional insureds 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 must be provided to School District prior

to execution of this Contract and not less than thirty (30) days before services are required to begin under this Contract. Such evidence must be in the form of a certificate of insurance issued to School District and must include a minimum of thirty (30) days notification to certificate holders of cancellation, nonrenewal, reduction or change in the policy.

8.2 Contractor must obtain and maintain during the term of this Contract such other insurance coverage reasonably required and satisfactory to School District, including with respect to coverage limits and deductibles.

8.3 Contractor agrees to indemnify, defend, and hold harmless 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: (a) negligent act or willful misconduct of Contractor, its officers, directors, employees, successors, assignees, contractors, and agents; (b) any breach of the terms of this Contract by Contractor; (c) any breach of any applicable federal, state or local law, rule, regulation, or ordinance; (d) any breach of any representation or warranty by Contractor under this Contract; and, (e) any employment claims related to Contractor's employees. Contractor agrees to notify School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which School District may be entitled to indemnification under this Contract. This paragraph will survive the expiration or earlier termination of this Contract.

9. CONFIDENTIALITY

9.1 Contractor acknowledges that confidential student records and student record information must remain under the exclusive control of the School District and will be disclosed to a Contractor's officer(s) only as permitted by controlling law and policy, and subject to the same conditions governing the use and redisclosure of education records that would otherwise apply to school employees and officials. The parties understand and agree that Contractor (including its employee and agents) is subject to any penalties for unauthorized disclosure or misuse of confidential student records or student record information that are or may be imposed under applicable law, including, without limitation, that Contractor (including its employees and agents) may be prohibited by law from accessing confidential student records and student record information for defined periods of time following any unauthorized disclosure or misuse of same, which will constitute a material breach of this Contract.

10. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

10.1 Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, School District must perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor under this Contract to regularly and continuously work in any

of School District's facilities or at program sites where School District delivers educational programs and services.

Contractor agrees that it will not assign any of its employees, agents or other individuals to perform any services under this Contract where such individuals would regularly and continuously work in School District's facilities or program sites if such person has been convicted of any of the following offenses:

- A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380,1539b; or
- C. Any felony, provided that (with prior written approval of the Superintendent of School District and of its Board of Education) an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Contract at School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of School District, that individual's presence will not pose a danger to the safety or security of School District students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
- E. Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another state; or
- F. Any other offense that would, in the judgment of School District, create a potential risk to the safety and security of students serviced by School District or to employees of School District.

School District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Contract where the criminal record history of that individual (including any pending criminal charges) indicate, in School District's judgment, unfitness to perform services under this Contract due to the risk posed by the individual to the safety and security of School District's students, staff, guests, and facilities. School District's right of refusal will have no effect on the employment status between Contractor and its employee or agent. Further, Contractor retains the sole right to reassign, hire, fire, discipline, or discharge the employee or agents in service to School District. School District's exercise of its rights will not impact Contractor's decision related to its employees and will relate solely to the exercise of control over its facilities. Upon request of Contractor, and on the condition that Contractor's agent or employee has given written consent, School District will provide to Contractor a copy of the criminal history check and criminal records check pertaining to the employee or agent of Contractor giving such written consent, pursuant to the authorization set forth in Sections 1230(10) and 1230a(8) of the Revised School Code.

The parties agree that School District will not be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this

Contract and which are accomplished in order to comply with Sections 1230 and 1230a of the Revised School Code with respect to Contractor's employees and agents.

10.2 Contractor further represents and warrants that it will, at all times during the term of this Contract, be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but limited not to, reporting to School District within three (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. Contractor must indemnify, defend, and hold 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, and expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. Contractor will be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. Contractor must supply all necessary data and information, as requested by School District, to enable 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."

10.3 Violation of the above by Contractor or a subcontractor will be the basis for immediate termination of the Contract. Contractor must 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 School District's property.

11. PERMITS, LICENSES AND COMPLIANCE WITH LAWS

11.1 Contractor must comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under this Contract. The foregoing must include, but in no manner will be limited to, complying laws regarding search and seizure and confidentiality of student information, such as the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act. Contractor, including its employees, agents and permitted subcontractors, will be responsible for knowing School District's policies concerning appropriate behavior of persons in its schools, in School District-owned vehicles, at School District events, and on School District properties including, by way of example, the prohibitions of sexual harassment, alcohol, and smoking, and must comply with all such policies. Without limiting the breadth of any other indemnification provision of this Contract, Contractor must indemnify, defend, and hold 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.

11.2 Contractor must also assist the School District in its compliance with applicable laws, rules, regulations and reporting requirements relating to criminal conduct, such as but not limited to Section 1308 of the Revised School Code.

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

11.4 All services to be furnished by Contractor and Contractor's working conditions and employment practices must comply with all applicable state and federal requirements, including, but not limited to, OSHA and MIOSHA.

11.5 Contractor must comply with all applicable laws and all published rules, regulations, reporting requirements, directives, and orders of the Michigan Civil Rights Commission relevant to 1976 PA 453, as amended.

11.6 Contractor will not discriminate against any individual because of race, religion, color, national origin, age, sex, gender, height, weight, marital or family status, or any protected status as recognized by law. Contractor will take affirmative action to ensure that applicants for employment and employees during employment are treated without regard to their race, religion, color, national origin, age, or sex. Such action must include, but not be limited to, employment, upgrading, demotion or transfer, recruitment advertising, solicitations or advertisements for employees, layoff or termination, rates or pay or other forms of compensation, and selection for training and apprenticeship.

11.7 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 education records and personally identifiable student information, including, but not limited to, the requirement not to disclose any education 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.

12. GOVERNING LAW

This Contract must be governed by and construed in accordance with the laws of the State of Michigan. The venue for any dispute involving this Contract will be Clinton County Circuit Court or Wayne County District Court, whichever is applicable given the controversy.

13. TAXES

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

14. ASSIGNMENT AND SUBCONTRACTING

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

15. NOTICES

Unless otherwise provided in this Contract, all notices, requests, demands and other communications must 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. School District or Contractor may from time to time designate any other address for this purpose by providing written notice to the other party.

16. SEVERABILITY

In the event any provision(s) of this Contract are illegal or invalid for any reason, said provision(s) will be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract will 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.

17. NO WAIVER

No waiver of any term or condition of this Contract will be valid or binding on either party unless the same has 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, must 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.

18. COUNTERPARTS

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

19. 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.

20. 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.

21. NO WAIVER OF GOVERNMENTAL IMMUNITY

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

22. CONSTRUCTION OF AGREEMENT

This Contract has been signed and executed by the respective parties after review and approval as to form by their respective attorneys, or after an opportunity for such review and approval. This Contract must be deemed to have been jointly drafted by both parties, and any asserted ambiguity herein will not be construed against either party on account of it having drafted any part of this Contract.

23. AUTHORIZATION

This Contract has been duly authorized, executed, and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signatory hereto represents and warrants that the signatory is duly authorized to execute this Contract on behalf of the signatory's principal.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties execute this Contract as of the Effective Date.

Dated: _____

_____ ,

By: _____

Its: _____

**BEECHER COMMUNITY SCHOOL
DISTRICT,**

Dated: _____

By: _____

Its: _____

Attachment E – Non-Exclusive List of Services

The following shall be considered a nonexclusive list of the activities the Proposer must perform under this Contract.

Work Performance

All security personnel will maintain the safety of our students, staff, visitors, vendors, and overall safety and security of all buildings

Attire

All security personnel will dress neat and appropriately at all times i.e., vests, badges, etc.

Staffing Requirements

Dailey Elementary – 3 guards (1 armed)

Beecher High School – 3 guards (1 armed)

Beecher Higher Learning Academy/Beecher Adult Education – 1 guard (armed)

After-hours/Weekend Events

Afterschool activities, sporting events, and other events as needed will be billable overtime

Security Vehicle

A security vehicle will not be needed for parking lots

The Proposer's services may be further described by the School District and that the Proposer is expected to perform any modified list of services. In no event shall services received by the School District be of lesser quality or frequency than that currently provided. A Proposer may seek clarification of those standards pursuant to the processes set forth in the RFP.