

**COVERT PUBLIC SCHOOLS
PEST CONTROL SERVICES**

REQUEST FOR PROPOSALS (“RFP”)

October 9, 2023

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

November 30, 2023 at 12 pm

- 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:

COVERT PUBLIC SCHOOLS
PEST CONTROL SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

Covert Public Schools
Attention: Yolanda Brunt
Superintendent of Schools
35323 M140 Highway
Covert, Michigan 49043

- 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 one (1) copy of the Proposal.
- 1.4 Opening of Proposals.** The Proposals will be opened at the date and time stated above, by the Superintendent of Schools 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 before the Contract is awarded. 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 Yolanda Brunt at brunty@covertps.org with the subject line “Pest Control Services RFP Intent to Respond.” The *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 will not receive responses to requests for clarification, addenda or other relevant information, and they shall be solely 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 Yolanda Brunt at the property address and/or email address given above and with the subject line “Pest Control Services RFP Request for Clarification.” A written response to all written requests for clarification will be made and distributed to Proposers who submitted an Intent to Respond via addenda. No requests for clarification will be accepted after the close of business six (6) days before the deadline for submission of proposals. 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 is not 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 of business one (1) day before the deadline for submission of proposals. 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 Covert Public Schools Central Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday, subject to office

closures, including but not limited to holidays, 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 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 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
- Any other reason deemed relevant by the School District

1.8 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.

1.9 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.

1.10 Modification or Withdrawal of Proposals.

1.10.1 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.

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

1.11 Collusive Bidding and Relationship Disclosure.

1.11.1 The Proposer certifies that 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.

1.11.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as **Attachment A**.

1.11.3 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as **Attachment B**.

II. SELECTION TIMELINE, CRITERIA, AND EVALUATION

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

Release of RFP	October 11, 2023
Deadline for Requests for Clarification and Addenda	November 29, 2023
Proposals Due	November 30, 2023
Proposer Interviews	To be Determined by Board of Education
Award of Contract	To be Determined by Board of Education
Commencement of Services	To be Determined by Board of Education

With the exception of the deadline for Proposal submissions, 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. The School District may change the deadline for submissions with notice.

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 Original bid document and a copy as required by Section 1.3.

2.2.2 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer and a 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.

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

2.2.3.1 The Proposed Contract Sum shall be identified as a total dollar amount per year, but the Proposer shall provide an adequate explanation how its costs have been computed (e.g., labor, overhead, profit).

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

2.2.4 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 local conditions (e.g., roads, weather, urban/suburban/rural areas) under which the work will 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 its terms and conditions without exception.

2.2.5 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that is currently providing pest control services for other K-12 school districts of similar size and scope as the School District, particularly identifying outstanding pest control services contracts.

- 2.2.6 If applicable, the Proposer shall acknowledge in writing all addenda received and reviewed, if any, prior to submission of its Proposal.
- 2.2.7 The Proposer shall describe its safety program, all required trainings, including but not limited to verifiable training in Integrated Pest Management (“IPM”) as documented by the Michigan Department of Agriculture and Rural Development (“MDARD”), and its experience in complying with and assisting school districts in complying with the Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 83, Regulation 636, and Regulation 637 regarding use of pesticides.
- 2.2.8 The Proposer shall provide a list of at least three (3) references, including contact names, addresses, phone numbers, length of time in service, and the name of any entities who have contracted with Proposer to receive pest control services, including the type and scope of services provided.
- 2.2.9 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 and pest control services, particularly including the Revised School Code; the Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 83; Regulation 636; and Regulation 637.
- 2.2.10 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 pest control services, provision of supplies, materials and equipment with respect to same, working conditions, employment practices. Workers’ compensation or unemployment proceedings should not be discussed pursuant to this section.
- 2.2.11 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, if applicable. **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.**
- 2.2.12 The Proposer shall explain how it intends to ensure consistency of operations in the event of unexpected labor issues, work stoppages, or any other interruptions not requested by the School District.

2.3 Evaluation of Proposals. The RFP’s purpose is to consider a contractual relationship with an experienced and qualified pest control services company to provide complete pest control services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of performance, and safety and reliability. 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 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, as permitted by law, which may include a short post-proposal oral presentation to the School District. Such investigations, 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, 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, based on the RFP's terms.

2.4 Contract Award and Requirements.

- 2.4.1 The Contract will be in the form attached as **Attachment D** except that the School District may elect in its sole discretion to further negotiate the terms, as permitted by law, of same with Proposer whose Proposal falls within a competitive range as determined by the School District in its sole discretion.
- 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 the terms of the Contract in accordance with Section 2.4.1, if applicable, (b) execution of a Contract reduced in writing as contemplated by Section 2.4.1, and (c) authorization by the School District's Board of Education. The Contract will 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 – from December 12, 2023 to December 12, 2025 with the School District having the right to renew the Contract on the same terms, 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 Insurance.

2.4.4.1 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 before the Contract’s execution.

2.4.4.2 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.

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

2.4.4.4 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.

2.4.4.5 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 – Employer’s Liability: \$ 1,000,000 Per Accident

Broad Form Comprehensive/Commercial 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	\$ 2,000,000
Personal Injury & Advertising Injury	\$ 1,000,000
Fire/Legal	\$ 1,000,000
Sexual Molestation	\$ 1,000,000

Errors and omissions liability insurance of no less than \$500,000 each occurrence and \$2,000,000 annual aggregate.

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

Bodily:	\$1,000,000 each Person
	\$1,000,000 each Occurrence
	\$3,000,000 Annual Aggregate

Property Damage	\$ 1,000,000 Each Occurrence
	\$ 3,000,000 Annual Aggregate

Umbrella liability above underlying general liability, auto liability and employer’s liability of \$10,000,000.

The Proposer shall not commence work under the Contract until all insurance stated in this RFP is obtained and the School District has reviewed all associated insurance policies. Additionally, the Proposer shall provide Covert Public Schools with a certificate of insurance evidencing the aforementioned coverage. Said certificate shall name the School District as an additional insured.

2.4.5 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of the RFP and School District accepted portions of the Proposer’s response thereto. 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, as permitted by law, and (b) any specific exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.11 and agreed to by the School District. In the event of any inconsistency between the Contract and the RFP, and response, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. DESCRIPTION OF SERVICES

3.1 **Generally.** Proposer shall provide pest control services at all School District facilities. Proposer shall, during the entire term of the Contract, furnish all management, supervision, equipment, supplies, services, and necessary insurances required to provide all School District pest control services in accordance with this RFP, all applicable laws and regulations, the School District's IPM Plan, and the highest standard in the industry. A pest control treatment plan/schedule must be approved by the School District prior to Proposer beginning services. Pest control services shall be performed at the following School District locations:

- Covert High School, 35323 M 140 Hwy., Covert, Michigan 49043

3.2 **Insect and Rodent Control.** Proposer shall provide general insect and rodent control services every month, unless otherwise requested by the School District. Proposer's general insect control services shall include, at a minimum, spraying the following: entire exterior perimeter of buildings at ground level, all exterior first floor door and window frames that can be reached from ground level, all interior kitchens and breakrooms. Proposer shall place rodent baiting stations at various locations throughout each building (primarily near entrances) as directed by the School District. Proposer shall check all rodent baiting stations during each visit and replace bait if it has been consumed or if otherwise necessary. Proposer shall collect and remove rodent baiting stations at the end of the contract.

3.3 **Termite Detection and Baiting.** Proposer shall install termite abatement stations and bait around each specified building at the distance intervals specified in its proposal. Proposer shall check all termite abatement stations during each visit and replace bait if it has been consumed or if otherwise necessary. Proposer shall collect and remove abatement stations at the end of the contract.

3.4 **On-Call and Emergency Services.** Proposer must effectively communicate with the School District, including, but not limited to, the School District's administration, Board of Education, and the community. Proposer shall provide on-call and emergency services for the control of insects including but not limited to, bees, wasps, ants and bed bugs. Proposer shall also provide nuisance animal control. Proposer is expected to respond to requests with 8 hours.

- 3.5 Use of Chemicals and Reporting.** Proposer must provide proper notification of all pest control treatment in accordance with all applicable federal, state and local laws, regulations, and School District Board Policies. Proposer will be required to submit Safety Data Sheets (“SDS”) on all chemicals to be used on the premises. Proposer shall not spray or use any pesticides, herbicides or fertilizers in, on or around School District property without the prior written consent of the School District. The School District, pursuant to the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, is subject to strict regulations relative to the application of any pesticides, herbicides, or fertilizers on School District property, and persons are prohibited from doing so unless there is strict compliance with certain provisions of the act.
- 3.6 Efficient Performance.** Proposer shall perform continuous analysis of the pest control services operations of the School District 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.
- 3.7 Proposer Personnel.** Proposer shall be responsible for the selection, evaluation, training, compensation, and retention of pest control services employees. The Proposer shall not discriminate against any worker, employee or applicant with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant may be regarded as a material breach of contract. Proposer’s personnel shall maintain valid pesticide applicator licenses and have completed all necessary trainings. Proposer’s personnel must wear apparel or other means of identification while performing services.
- 3.8 Documentation and Reporting.** A report is to be forwarded to a designated School District representative (hardcopy or email) upon completion of each pest control visit noting the work done along with any findings or items of concern unless this information is clearly itemized and documented on the Proposer’s invoice. Proposer shall provide SDS sheets for all supplies used for pest control services upon the start of services and supply new ones if those supplies change over the course of the Agreement.
- 3.9 Scheduling and Coordination.** The School District requires pest control applications at the facilities to be between the hours of 8 a.m. – 4 p.m., Monday – Friday, except for observed holidays. All work is to be performed during normal working hours, and in a manner so as not to create any disturbance to the School District. Proposer shall establish a fixed schedule with the School District regarding which treatments will be performed at each site and shall coordinate with School District personnel in order to gain access to non-public areas of each building. Proposer shall coordinate all scheduled services at least five business days in advance with the School District’s designated representative. Further, Michigan law requires the School District to

provide certain notices to its students' parents/guardians at least forty-eight hours before applying any pesticides on School District grounds. MCL 324.8316. Proposer, if applying pesticides at the School District, shall provide prior written notice to the School District with sufficient lead time to comply with that law before applying pesticides on School District grounds, and if requested, shall assist the School District in providing such notice.

3.10 Supplies and Equipment. The Proposer is responsible for procuring all supplies, including chemicals, materials, parts, equipment (including necessary adaptive equipment), utilities, and related expenses for items necessary to provide the services called for in the Contract, unless otherwise specifically agreed to in writing by the School District. All chemicals must be used in strict adherence to their label requirements.

3.11 Management.

3.11.1 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 pest control services needs are smoothly and efficiently met. Proposer shall, on the written direction of the School District remove and replace of any and all proposed staff from the provision of services to the School District under the Contract.

3.11.2 Proposer and its employees are required to comply with any and all standards, regulations, codes and laws of the State of Michigan and the federal government, including but not limited to the Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 83; Regulation 636; and Regulation 637, and any other issues arising out of the services provided pursuant to the Contract. Further, the Proposer and its employees must abide by the applicable policies of the School District. The Proposer's Proposal shall include a listing and description of the proposed training programs. All employees of Proposer must attend these training sessions and all employees must hold and maintain a valid licenses and certifications, as applicable.

3.11.3 Proposer agrees not to assign its Contract, or any interest therein, without the prior approval in writing of the School District.

3.12 Compensation.

3.12.1 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, as permitted by law) and the billing methodology prescribed in the Proposal and accepted by the School District.

- 3.12.2 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. The Proposer must provide this detail in a form that is acceptable to the School District, and further describe any expenditure for which the School District requests the same. Statements must provide 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.
- 3.12.3 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 to facility use, or otherwise advisable. If the School District reduces or increases the frequency of the scope of services during the term of the Contract, the price shall be correspondingly adjusted based on the reduction or increase. In submitting its Proposal, the Proposer acknowledges the possibility of such a work adjustment.
- 3.12.4 The School District reserves the right to correct mathematical errors in extensions and additions by the Proposer. The School District corrected Proposal sum total shall take precedence over the Proposer's inaccurately computed total.

3.13 Termination of Contract.

- 3.13.1 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:
 - 3.13.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;
 - 3.13.1.2 Proposer abandons the services;
 - 3.13.1.3 Proposer refuses to proceed with the services when and as directed or required by the School District and/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;
 - 3.13.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;

- 3.13.1.5 The School District Board of Education determines, in its sole discretion, that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the RFP or Contract;
- 3.13.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees;
- 3.13.1.7 In the sole determination of School District, Proposer performs the services in a manner that imperils the safety of the School District, its employees or agents, or its students;
- 3.13.1.8 The Proposer's licenses or permits that are legally required to perform pest control services service called for by this Agreement have been suspended or revoked;
- 3.13.1.9 The Proposer is subject to liens due to non-payment of payroll taxes;

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

- 3.13.2 In the event the State of Michigan's funding levels and related formulas are reduced beyond those levels established for the 2023-2024 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 written notice.
- 3.13.3 The School District shall have the right to terminate the Contract for any or no reason by providing thirty (30) days' prior written notice.
- 3.13.4 In the event of a termination, the Proposer shall be entitled only 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.

3.14 Hold Harmless/Indemnification Agreement.

The Proposer shall hold harmless and indemnify the School District and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense (including attorney fees), by reason of:

3.14.1 Injury to the Proposer's or School District's respective employees, and any injury to person or property sustained by the Proposer or by any person, firm, or corporation employed directly or indirectly by the Proposer in connection with the Proposer's negligent or wrongful performance under the Contract.

3.14.2 Injury caused by the Proposer's employees and any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the Proposer, by any person, firm, or corporation directly or indirectly employed by the Proposer in connection to the Proposer's negligent or wrongful performance under the Contract.

3.15 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 custodial services provided hereunder.

3.16 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 upon commencement of services hereunder. 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.

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 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 pest control services for Covert Public Schools.

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 pest control 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 pest control services to Covert Public Schools. 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

The 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: \$ _____

Explanation of Bid: _____

Optional Alternates: _____

Please check one: Proposer [___ has / ___ has not] requested, received and reviewed all clarifications and addenda applicable to this RFP.

Attachment D – Form of Contract

This Pest Control Services Agreement (“Services Agreement” or “Agreement”) made this ____ day of _____, 2023, by and between Covert Public Schools, a Michigan general powers school district, organized and operating pursuant to the terms of the Revised School Code, whose address is 35323 M140 Highway, Covert, Michigan 49043 (“District”) and _____, a Michigan _____, whose address is _____ (“Contractor”).

RECITALS

WHEREAS, the 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, the District is engaged in providing public educational services and programs and desires to engage Contractor to provide pest control services in connection with the District’s educational programming and service delivery; 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:

SECTION 1 **DESCRIPTION OF SERVICES –** **RELATIONSHIP OF PARTIES**

- 1.1 Contractor shall provide the services (the “Services”) described in the relevant Pest Control services Request for Proposal dated ____ (“RFP”), which is incorporated herein by reference, pursuant to the terms and conditions of this Agreement. In the event of any inconsistency among this Agreement, the RFP, accepted portions of Contractor’s response to the RFP, or any attachments thereto, the terms most favorable to the District shall apply. The District shall determine, in its sole discretion, which terms are most favorable to the District. The District does not agree to use Contractor exclusively for the services contemplated under this Agreement or otherwise. It is understood and acknowledged that the District is free to use its own employees or to contract for similar services to be performed by other persons or entities so long as said services do not interfere with the performance or obligations of the parties under this Agreement.
- 1.2 Personnel assigned by Contractor to perform services under this Agreement for the District shall be, as applicable, fully certified, licensed, approved and otherwise

qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code; the Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 83; Regulation 636; and Regulation 637, and other applicable statutes and regulations or District Board Policies, pertinent to the work performed under this Agreement. Contractor will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District under the above statutory and regulatory provisions.

- 1.3 The District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement if, in the District's judgment, the individual is unfit to perform services under this Agreement. The District and the Contractor agree and acknowledge that the District's ability to refuse Contractor's assignment of such individual is due to the heightened safety concerns associated with operating a public school and is not intended to alter the employment relationship between the Contractor and its employees.
- 1.4 In the performance of services under this Agreement, Contractor (and its agents, contractors, and employees) shall be regarded at all times as performing services as independent contractors of the District. Consistent with that status and as allowed by law, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and the District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Agreement.
- 1.5 Contractor shall 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 Agreement. Contractor shall 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 Agreement.

Contractor shall 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 Agreement. The District shall 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 the District, including, but not limited to, mileage, conference fees and other expenses.

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 Agreement. No part of Contractor's invoiced fees shall be subject to withholding by the District for payment of any taxes, social security, pension, retirement, unemployment or worker's compensation insurance or any other similar tax obligations.

Contractor shall 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 Agreement. Contractor agrees to defend, indemnify, and hold the District harmless from any and all such claims.

1.6 To enable the District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Contractor: (1) shall promptly notify the District in writing of the identity of any individual employed or assigned by Contractor to perform services at the District that is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the District to report on a schedule and in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).

1.7 Contractor shall 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 Agreement.

These claims shall include, but shall 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 Service Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor and Contractor shall indemnify and hold harmless the District for any costs or liabilities related to such claims.

1.8 Contractor agrees that the individuals it assigns to the District under this Agreement will abide by those policies of the District which are applicable to performance of services under this Agreement including, but not limited to, policies pertinent to:

- A. Non-discrimination;
- B. Child abuse and child neglect reporting;

- C. Sexual harassment;
- D. Confidentiality of student records and student record information;
- E. Bloodborne pathogens exposure control;
- F. Communicable diseases;
- G. Alcohol/controlled substance possession and use;
- H. Emergency Procedures (Fire Drills, evacuations).

A copy of the above policies will be provided to Contractor by the District upon request and as applicable. Contractor and the District will cooperate in orientation of Contractor's employees to the above policies.

- 1.9 Contractor agrees that the individuals it assigns to the District under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. Contractor represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

SECTION 2

TERM OF AGREEMENT AND TERMINATION DURING TERM

- 2.1 This Service Agreement shall commence on Decembr 12, 2023 ("Effective Date") and remain in full force and effect until December 12, 2025. The District has the right to renew the Contract on an annual basis, in its sole and absolute discretion, for up to three (3) additional years following the expiration of the initial term on December 12, 2025.
- 2.2 This Service Agreement may be terminated by the District for any reason during its term upon thirty (30) days' written notice to the Contractor. In the event the Agreement is terminated pursuant to this provision, the District will pay Contractor for its services properly performed up to and including the effective date of termination. Any funds remitted by the District to Contractor in excess of the pro-rata charges for services performed by Contractor up to and including the effective date of termination will be returned to the District by Contractor. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.
- 2.3 Sections 1.5, 1.7, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3

FEES, INVOICE AND PAYMENT

- 3.1 In consideration of the services provided to the District by Contractor under this Agreement, the District will pay Contractor at the rate and upon the terms and conditions described in the RFP and any accepted terms in the response thereto.
- 3.2 The District reserves the right to adjust the frequency and/or scope of the Services if it determines, in its sole discretion, that such adjustment is financially necessary, appropriate to Pest Control services needs, or otherwise advisable. If the District reduces or increases the scope of the Services during the term of the Contract, the Contract price shall be correspondingly adjusted based on the applicable rates for such increases or reductions specified in the Contractor's proposal.
- 3.3 Contractor shall submit to the District on a monthly basis an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered.

The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice. If the District disputes the accuracy or propriety of any invoice delivered by Contractor, the District shall deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with the District to review the invoice and account within ten (10) business days.

- 3.4 Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:
 - A. All wage payments.
 - B. All required statutory or contractual pension and retirement contributions.
 - C. All applicable state and federal employment taxes and FICA.
 - D. All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor's employees or agents pursuant to this Agreement.
 - E. All applicable premium costs for insurance coverages and programs applicable to Contractor's personnel.
 - F. All expenses.

SECTION 4 **LIABILITY, INSURANCE AND INDEMNITY**

- 4.1 Contractor shall indemnify and hold the District (and its officers, board members, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act, or breach of this Agreement by the Contractor or any of its employees or others for whom it is responsible in connection with the performance of this Agreement.

Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees, and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and indemnify the District from any and all such claims and/or judgments resulting from such acts or omissions.

The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act, or breach of this Agreement by the District or its employees or agents but Contractor shall remain responsible to indemnify the District to the extent of Contractor's fault.

- 4.2 Contractor agrees to obtain and maintain throughout the term of this Agreement (or any renewal term) insurances of the types and amounts described in the RFP.

SECTION 5
CONFIDENTIALITY

- 5.1 Contractor agrees that it shall observe the policies and directives of the District to preserve the confidentiality of student records and student record information, to the extent that Contractor (its employees and agents) are permitted to access student records or student record information protected by the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, or other applicable law in the course of performing services under this Agreement.

SECTION 6
INTELLECTUAL PROPERTY

- 6.1 All drawings, writings, inventions or any other materials produced by Contractor (including its employees and agents) in the course of performing work in the District under this Agreement, shall be the property of the District and shall be provided to the District prior to the termination of services under this Agreement. Contractor agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to effectuate these property rights without delay or cost to the District.

SECTION 7
NON-DISCRIMINATION

- 7.1 The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, genetic information, pregnancy, age, height, weight, disability, marital status or veteran status.

- 7.2 The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.
- 7.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

SECTION 8
MISCELLANEOUS

- 8.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
- 8.2 This Agreement, the RFP and any other documents incorporated by reference, and the appendices attached hereto, constitute the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.
- 8.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and the District.
- 8.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- 8.5 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.
- Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, or confirmed facsimile transmission or email transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.
- 8.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties

irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

- 8.7 If any provision of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- 8.8 Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to circumstances outside of the reasonable control of that party, which may include, war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section.
- 8.9 The Section headings of this Agreement are for convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.
- 8.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
- 8.11 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

SECTION 9
AUTHORIZATION

- 9.1 This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Service Agreement on behalf of the District or Contractor, as is respectively applicable.

[signatures on following page]

Dated: _____

By: _____

Its: _____

COVERT PUBLIC SCHOOLS

Dated: _____

By: _____

Its: _____