

## Wayne Regional Educational Service Agency Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of this first day of July 1, 2021 (“Effective Date”) by and between Wayne Regional Educational Service Agency (“WCRESA”) located at 33500 Van Born Road, Wayne, Michigan 48184 and RNA Facilities Management (“Supplier”), located at 717 W Ellsworth Rd, Ann Arbor, Michigan 48108. Collectively, WCRESA and Supplier will be known as the “Parties” and individual as a “Party”.

WHEREAS, WCRESA wishers to engage Supplier to provide certain services as described in Section 2 of this Agreement (“Services”);

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

### 1. Services

WCRESA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Rob McCoy	Director of Operations and IT Infrastructure	734-334-1613	<a href="mailto:mccoyr@resa.net">mccoyr@resa.net</a>
Thomas Diroff	Manager of Facilities and Operations	734-334-1433	<a href="mailto:dirofft@resa.net">dirofft@resa.net</a>

### 2. Supplier Responsibilities

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback in conformity with the Supplier’s response to RFP #21-10-157 Janitorial Services and as reasonably requested by WCRESA. Supplier’s failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Supplier agrees to furnish:

Janitorial services at the following locations:

Location	Address
Wayne RESA Education Center	33500 Van Born Road Wayne, MI 48184
Wayne RESA Burger Baylor Building	28865 Carlysle Inkster, MI 48141

Supplier has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Mike Farha	Chief Operations Office	734-260-3395	<a href="mailto:farha@rnafacilitiesmanagement.com">farha@rnafacilitiesmanagement.com</a>

## **SERVICE REQUIREMENTS**

- Supplier to furnish all necessary labor to perform the listed contracted janitorial services required for the building(s) specified. The janitorial services will be provided in the manner, schedules and frequencies set forth below. The premises, equipment, and facilities shall be maintained in a condition satisfactory to WCRESA and follow the specified cleaning frequencies without exception.
- WCRESA will work directly with Supplier for janitorial services provided ONLY to the Education Center and Burger Baylor.
- Supplier will be responsible for specified stripping and sealing of floors, carpet cleaning, cleaning of blinds, office, classrooms and meeting room furniture inclusive of chairs and cleaning of walls and doors two (2) times per year, or as specified. These services will be coordinated with WCRESA's Director of Operations and IT Infrastructure or designee.
- The gym floor at Burger-Baylor will be stripped and waxed yearly. The gym floor at Burger will be stripped, sanded, repainted, and waxed one (1) time per three (3)-year contract.
- Supplier will remove all trash, debris and recyclable from the facilities on a nightly basis. All waste shall be deposited into the proper receptacles as identified by WCRESA's Director of Operations and It Infrastructure or designee.

## **BACKGROUND CHECKS AND STAFFING REQUIREMENTS**

Prior to any individual servicing WCRESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to WCRESA operated campuses will be held to a similar standard of review as WCRESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that WCRESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any WCRESA campus, and only individuals authorized in writing by WCRESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement.

Background checks will be processed by WCRESA for a fee of seventy-five dollars (\$75.00) for each CHRI record initiated by Supplier. Supplier is responsible for all processing costs and fees associated with background checks, including WCRESA processing fees. WCRESA shall issue an invoice to the vendor detailing the fees owed to WCRESA during each month of the Term. The vendor must remit payment within thirty (30) days of receipt of such invoice. Any invoices unpaid after that thirty (30) day period shall be deducted from amounts due from WCRESA to the vendor.

WCRESA will be given a minimum of 48-hour notification of new employees prior to the assignment to this contract. Failure to comply with the above requirements may result in termination of the contract.

- Employees of Supplier shall observe all WCRESA Board policies including, but not limited to:
  - Security, Weapons in WCRESA Facilities
  - Sexual Harassment
  - Smoking, Drug and Alcohol-Free Workplace
  - OSHA and Blood borne Pathogens Standards

- Supplier shall maintain a well-trained and adequate staff at all times to ensure a high-quality cleaning and janitorial program. The awarded Supplier shall provide a written Quality Control Plan.
- Supplier shall provide competent and adequate supervision as per the staffing chart to satisfy the requirements and specifications of the contract. The supervisor shall cooperate fully with the representatives of WCRESA, and shall be available for inspections of the building at times other than the requested working hours upon request.
- All employees of the Supplier assigned to the locations shall be appropriately attired and have proper identification displayed at all times. Dress code includes:
  - Shirts with collar and company name/logo
  - Long pants, (worn appropriately for a professional environment), with no tears, holes or excessive staining
- Any Supplier employee whose moral conduct, behavior or appearance is unsatisfactory will be brought to the attention of the Supplier's supervisor for appropriate action up to, and including, discharge.
- The awarded Supplier must give WCRESA's Director of Operations and IT Infrastructure or designee a proposed list of employees assigned to each location, the employee's area of responsibility and their approved background checks prior to commencement of any contracted work. Only employees pre-approved by WCRESA will be allowed on the worksites. The employee list should include possible floater, replacement and substitute employees. This list shall be updated as employees are hired or terminated. This list will be maintained in a "turn-around book" maintained through WCRESA.
- Supplier has the sole responsibility to cover all shifts, without gaps in coverage. Failure to fully staff/cover a shift is grounds for contract termination.
- Supplier employees are not to disturb papers on desks, open drawers, cabinets, use telephones, computers or tamper with personal property owned by WCRESA or its employees.
- Theft of employee or WCRESA property will lead to termination and/or criminal prosecution. Persistent theft will lead to contract termination.
- At no time should Supplier employees partake in food being distributed or help themselves to food left in common areas. Employees have a break room where they may eat lunch, or snacks. This should be adhered to stringently. To be clear, unless directly informed by WCRESA's Director of Operations and IT Infrastructure, Supplier's employees should not consume or take food items from any common area for any reason other than to dispose of them.

### **WORK SCHEDULES**

- Each campus serves a unique administrative, community, educational and training function. The expected hours of staffing for each are provided in the table below. The work schedules must not be adjusted unless approved by WCRESA's Director of Operations and IT Infrastructure or designee.

- Furthermore, these are individual full-time employees (FTEs) and no individual employee should regularly work more than one (1) shift. Holidays are also unique to the individual building and sites. On most occasions the buildings will be closed in observation of National holidays. Should a building require coverage on a holiday the Saturday hourly pay rate will be applied.
- Saturday shift coverage at all buildings will be scheduled in advance and charged on an hourly rate. WCRESA will provide the Supplier with a schedule of daily events for each building including breakfast and lunch periods. The cleaning of areas of the building used for night activities will be performed after the activities are completed.
- In the event school or government buildings close due to inclement weather or building problems, staffing coverage is expected to continue. WCRESA's Director of Operations and IT Infrastructure or designee will communicate with the appropriate individual(s) to determine what cleaning and services are appropriate. In the event no cleaning is needed, an appropriate deduction to the monthly contract shall be made.
- Should cleaning personnel be absent and a floater, replacement, or substitute employee cannot be placed, there will be a deduction to the Supplier's monthly payment. Supplier will provide WCRESA with an hourly rate on the task order. These should be rare events. Consistently missing assignments can lead to contract termination.
- Employees of Supplier must have the ability to comply with verbal and written direction and will be required to interact with others in their assigned locations and exchange information in an accurate, timely manner.

**DAILY WORK SCHEDULE – Education Center\***

<b>STAFF</b>	<b>SCHEDULE</b>	<b>HOURS</b>
Floating Account Manager	<b>M-F</b>	Floating - Daily
Day Porter	<b>M - F</b>	6:30 am – 3 pm
Sight Supervisor/Day Porter	<b>M – F</b>	3 pm – 10 pm
Night Custodian	<b>M – F</b>	5 pm – 10 pm
Night Custodian	<b>M – F</b>	5 pm – 10 pm
Night Custodian	<b>M – F</b>	5 pm – 10 pm
Backup Custodian	<b>Backup</b>	As needed to fill hours above
Backup Custodian	Backup	As needed to fill hours above

*\*-An account manager should be onsite daily at both the WCRESA Education Center and the Burger Baylor Building. The account manager will float between locations ensuring the operations and cleanliness expectations are being met at both buildings. The account manager*

*should have hiring manager authority and should be available to deal with issues in a timely manner. It is expected that the account manager should be regularly onsite between business hours and after hours to do inspections and to meet with WCRESA staff to ensure client satisfaction is at the highest levels.*

#### **DAILY WORK SCHEDULE – Burger Baylor Building**

<b>STAFF</b>	<b>SCHEDULE</b>	<b>HOURS</b>
Floating Account Manager	<b>M-F</b>	Floating - Daily
Day Porter	<b>M- F</b>	6:30 am – 3 pm
Alternate Day Custodian	<b>M- F</b>	6:30 am – 3 pm (Pandemic)
Alternate Day Custodian	<b>M- F</b>	6:30 am – 3 pm (Pandemic)
Mid-Port/Night Custodian	<b>M – F</b>	3 pm – 11 pm
Night Custodian	<b>M – F</b>	3 pm – 11 pm
Night Custodian	<b>M – F</b>	3 pm – 11 pm
Night Custodian/Security	<b>M - SA</b>	11 pm – 6:30 am
Night Custodian/Security	<b>SA - M</b>	6:30 pm – 6:30 a.m.
Backup Custodian	<b>Backup</b>	As needed to fill hours above
Backup Custodian	<b>Backup</b>	As needed to fill hours above

#### **HEALTH AND SANITATION REQUIREMENTS**

- Supplier to require their employees be trained in Universal Precautions and to abide by all health and safety requirements imposed by law and WCRESA policies.
- Supplier shall maintain all storage and closet areas assigned in this contract in a clean and sanitary condition.

#### **BUILDING AND PROPERTY REQUIREMENTS**

- The Supplier is responsible for control of keys and access cards obtained from WCRESA for areas provided for the operation of janitorial services. The Supplier will be responsible for reimbursing WCRESA for the replacement of lost keys and access cards. Supplier's employees must notify WCRESA's Director of Operations and IT Infrastructure or designee immediately in such instances.
- **No keys are to be duplicated without the permission of WCRESA's Director of Operations and IT Infrastructure or designee.**

- Supplier's employees shall not grant entrance to locked or secured work areas, buildings or property. Doors to all storage, supply and closet areas are to remain closed and locked when unattended and at the end of each work day.
- Supplier's employees will check all (every single one) external door at each facility to ensure it is shut properly and locked prior to setting alarm.
- Supplier's employees should not bring visitors or family onsite without direct permission from Director of Operations and IT Infrastructure or designee.
- All lost and found articles recovered by awarded Supplier's employees must be immediately turned in to the appropriate office at each facility.
- Any damage to property caused by the Supplier, its agents or employees, shall be repaired so that the properties are in good working condition as found. All repairs will be completed at no cost to WCRESA. All damages shall be reported immediately.

#### **CONSERVATION OF ENERGY REQUIREMENTS**

- Supplier shall make every effort to conserve energy whenever possible throughout the cleaning schedule. Lighting in offices, classrooms, meeting rooms and restrooms should be turned off as cleaning is completed.
- No external doors shall be propped opened especially when heating and cooling systems are operating.

#### **EQUIPMENT REQUIREMENTS**

- Supplier will furnish all equipment (e.g. vacuums, floor machines, extractors, carpet cleaners, etc.) where needed at the time of the contract award. All equipment will be purchased new for this contract, dedicated and maintained at each site.
- An equipment list will be provided by the Supplier prior to the commencement of the contract including the value of equipment used to complete this janitorial services contract.
- Supplier will be responsible for the daily maintenance of equipment to ensure said equipment is in operable and safe condition. Supplier will be liable for repair and or replacement of equipment.
- Below is a list of minimum equipment and quantities awarded Supplier must provide. Suppliers may need to purchase additional items:

<b>Minimum Equipment List</b>
Sanitaire Upright Vacuum (9 units needed)
Advance Commercial Floor Sweeper (1 unit needed)
Saitaire Commercial Air Mover (2 units needed)
Nobles 300 Walk Behind Scrubber (1 unit needed)
Advance Wet/ Dry Vacuum (2 units needed)
Aquaspot Carpet Extractor (3 units needed)
Advance Pacesetter 20" Floor Machine (1 unit needed)
Windsor commercial carpet extractor (1 unit needed)

**CONSUMABLE SUPPLIES REQUIREMENTS:**

- Supplier will provide all supplies needed to complete this contract including, but not limited to:
  - toilet tissue
  - paper towels
  - soap
  - trash liners
  - hand sanitizer
  - cleaning products
  - Etc.
- It is the Supplier's responsibility to maintain adequate supply inventories, including two (2) weeks of supplies in storage at all times to prevent shortages. Any deficiencies in inventory of supplies will not be tolerated and ongoing issues will be just cause for termination of the contract.
- Supplies needed for project work, stripping, sealing of floors refinishing and carpet cleaning shall be the responsibility of the awarded Supplier.
- Supplier will forward a copy of all original packing lists of supplies purchased for this contract on a monthly basis to WCRESA's Director of Operations and IT Infrastructure or their designee
- Cleaning products or chemicals brought into the premises by Supplier, shall be delivered in the proper transportation containers and accompanied by Safety Data Sheets (SDS). A copy of this information shall be forwarded to WCRESA's Director of Operations and IT Infrastructure or their designee to be placed on file. The awarded Supplier shall maintain an SDS book at each WCRESA campus site.

**INSPECTION AND CORRECTION OF DEFICIENCIES REQUIREMENTS**

- Supplier will ensure that the account manager assigned to WCRESA will be readily available during and after business hours to address issues as they arise. WCRESA's Director of Operations and IT Infrastructure or designee, should be able to reach the account manager via phone, text, e-mail, in a timely manner.
- Should a performance issue arise, it will be correct the same day or the next business day.
- Failure to maintain regular communication with WCRESA's Director of Operations and IT Infrastructure or designee is cause for termination of contract. The Supplier will be given three (3) warnings in writing. Upon the third warning WCRESA will start the process of replacing the Supplier.

## **GENERAL CLEANING FREQUENCIES BY FACILITY**

**Education Center (33500 Van Born Road, Wayne, MI 48184)**

### **Entrances and Vestibules**

#### **Daily:**

- Wash the external and internal entrance glass, taking special care of removing fingerprints and tape.
- Clean all window ledges to remove dust and debris.
- Empty and disinfect all trash containers and replace liners.
- Spot wash doors, push and kick plates, ledges and other vertical and horizontal surfaces.
- Mop tile floor surfaces using a mild detergent.
- Vacuum floor mats and mop tile underneath mats.
- Dust ceiling vents.
- Vacuum and dust foyer area

### **Lobbies, Hallways and Production Service Area**

#### **Daily:**

- Dust all horizontal and vertical ledges.
- Empty and disinfect all trash containers and replace liners.
- Clean mats and mop tile underneath mats.
- Vacuum/sweep and mop all ceramic and tile floors and borders.
- Disinfect water coolers.
- Clean sinks, countertops and desks.

#### **Weekly:**

- Clean all interior glass.
- Dust ceiling vents.
- Spot wash walls, doors and kick plates.
- Polish all trim.
- Disinfect water containers.

### **Public and Private Restrooms**

#### **Daily:**

- Empty and disinfect all trash containers and replace liners
- Wash walls, doors partitions, push and kick plates, paper towel dispensers, toilet paper dispensers, mirrors, frames and handicap rails.
- Disinfect and clean all horizontal and vertical ledges.
- Clean, disinfect sinks and counter tops and polish all fixtures.
- Clean toilets and urinals with a germicidal solution.
- Wet mop floors with a germicidal solution.
- Fill dispensers (paper towels, liquid soap, toilet paper, etc.)

**Weekly:**

- Dust ceiling vents.
- Treat all drains with an approved biodegradable solution
- Wash walls and partitions with a detergent cleaner and rinse with a germicidal cleaner.

**Quarterly:**

- Machine scrub tile floors with a detergent cleaner and germicidal cleaner.

**Private Offices**

**Daily:**

- Empty and disinfect all trash containers and replace liners as needed.
- Disinfect telephones with a germicidal solution.
- Dust vertical and horizontal surfaces as needed.
- Spot clean all windows and door glass.
- Spot vacuum carpet areas.

**Weekly:**

- Empty and disinfect all trash containers and replace liners.
- Dust all horizontal and vertical ledges (doors, frames, windowsills, cabinets, desk tops, open areas, vents, perimeter heat covers, blinds, etc.)
- Clean doors, walls, kick plates, tabletops, chairs, cabinets, and radiator.
- Vacuum entire office.

**Twice Yearly:**

- Dust and detail entire office.

**Kitchen and Vending Areas**

**Daily:**

- Empty and disinfect all trash containers and liners.
- Clean and disinfect interior and exterior of buffet bar.
- Clean and disinfect microwave cart.
- Fill dispensers
- Vacuum and mop tile floor.
- Clean and disinfect interior and exterior of kitchen sinks.
- Clean and disinfect food preparation counters tops.

**Weekly:**

- Take apart Buffet bar and clean entire exterior surface.

**Lounges and Conference Rooms**

**Daily:**

- Empty and disinfect all trash containers and replace liners.
- Clean all table tops and spot vacuum chairs.
- Disinfect counter tops, cabinets and tables.
- Clean water containers.
- Clean sinks.
- Fill dispensers

- Vacuum carpeted floors and detail corners.
- Mop all tiled floors.

**Weekly:**

- Disinfect water containers.
- Dust blinds, window ledges, perimeter heat covers and table legs.
- Dust ceiling vents.
- Spot clean walls

**Twice Yearly:**

- Shampoo carpet.
- Wash walls with a mild detergent.

**Elevators**

**Daily:**

- Vacuum elevator door tracks and remove debris to insure proper operation of elevator doors. Clean spillage from metal surface.
- Clean all vertical walls
- Clean chrome door with a stainless steel cleaner and buff off residue.
- Sweep and damp mop floor

**Stairwells and Landings**

**Daily:**

- Damp wipe and spot clean walls to remove any marks.
- Vacuum mats and mop tile beneath mats.
- Vacuum and mop stairs using a mild detergent.
- Clean handrails with a mild detergent.
- Dust baseboard and risers.
- Mop landings and stairs.

**Weekly:**

- Dust window ledges, doorframes, hinges, and exterior of fire equipment cabinets.
- Dust blinds, window ledges, and table legs.
- Dust ceiling vents.
- Spot clean walls.

**Twice Yearly:**

- Machine scrub tiles landings and stairs.

**Overall Buildings**

**Twice Yearly:**

- Strip, buff and refinish all ceramic, Vinyl Composition Tile (VCT) and hard wood floors.
- Shampoo and extract all carpeted areas in the buildings.

**Annually:**

- Clean all exterior windows during the first week of June

**Day Porter Responsibilities:**

- Empty trash, wipe, disinfect tables and vacuum meeting rooms
- Empty trash and clean vending, kitchen and food preparation area.
- Clean and fill dispensers in all restrooms.
- **Clean Human Resources Offices prior to 5:00 pm.**
- Any cleaning assignment requested by WCRESA's Director of Operations and IT Infrastructure or designee dependent upon building and meeting room functions

**Burger Baylor Campus (28865 Carlyle, Inkster, MI 48141)**

**Entrances and Vestibules**

**Daily:**

- Wash the external and internal entrance glass, taking special care of removing fingerprints and tape.
- Clean all window ledges to remove dust and debris.
- Empty and disinfect all trash containers and replace liners.
- Spot wash doors, push and kick plates, ledges and other vertical and horizontal surfaces.
- Mop tile floor surfaces using a mild detergent.
- Vacuum floor mats and mop tile underneath mats.
- Dust ceiling vents and light fixtures.
- Vacuum and dust foyer areas.

**Lobbies, Hallways and Teacher Work Rooms**

**Daily:**

- Dust all horizontal and vertical ledges.
- Empty and disinfect all trash containers and replace liners.
- Clean mats and mop tile underneath mats.
- Vacuum/mop all ceramic and VCT floors and borders.
- Disinfect water coolers.

**Weekly:**

- Clean all interior glass.
- Dust ceiling vents and light fixtures.
- Spot wash walls, doors and kick plates.
- Polish all trim.
- Disinfect water containers.

**Public and Private Restrooms**

**Daily:**

- Empty and disinfect all trash containers and replace liners.
- Dust all horizontal and vertical ledges.
- Wash walls, doors partitions, push and kick plates, paper towel dispensers, toilet paper dispensers, mirrors, frames and handicap rails.
- Clean, disinfect sinks and counter tops and polish all fixtures.
- Clean toilets and urinals with a germicidal solution.
- Wet mop floors with a germicidal solution.
- Fill dispensers (paper towels, liquid soap, toilet paper, etc.)

**Weekly:**

- Dust ceiling vents and light fixtures.
- Treat all drains with an approved biodegradable solution.

**Twice Yearly:**

- Wash walls with a detergent cleaner and rinse with a germicidal cleaner.
- Machine scrub tile floors with a detergent cleaner and germicidal cleaner.

## **Classrooms**

### **Daily:**

- Empty trash and replace liners
- Vacuum carpet. Spot clean as needed.
- Sweep and mop VCT/ tile floors
- Clean and disinfect counter tops and sinks.
- Clean and disinfect desks and chairs three (3) times per week.
- Clean and disinfect restrooms and replace paper products
- Clean chalk and whiteboards as needed.
- Wipe ledges.
- Lock doors.
- Secure windows.

### **Weekly:**

- Move all chairs, desks and furniture. Vacuum thoroughly.
- All daily tasks listed above.

## **Time Out Rooms**

### **Daily:**

- Clean and disinfect wall and floor mats
- Empty trash
- Vacuum carpet, spot clean as needed.
- Dust light fixtures.

## **Student Shower Rooms**

### **Daily:**

- Clean and disinfect showers.
- Empty trash.
- Sweep and mop floors.

## **Offices**

### **Daily:**

- Empty and disinfect all trash containers and replace liners as needed.
- Dust horizontal surfaces including desks and cabinets.
- Disinfect telephones with a germicidal solution.
- Spot clean all windows and door glass.
- Spot vacuum carpet areas.

### **Weekly:**

- Dust all horizontal and vertical ledges (doors, frames, windowsills, cabinets, desk tops, open areas, vents, perimeter heat covers, blinds, etc.)
- Clean doors, walls, kick plates, tabletops, chairs, cabinets, and ventilators.
- Vacuum entire office.

### **Twice Yearly:**

- Dust and detail entire office.

## **Cafeteria**

### **Daily:**

- Set up tables for breakfast.
- Clean up after breakfast – Empty trash, clean tables and sweep floors.
- Set up for lunch.
- Clean up after lunch period. – Clean and disinfect tables, remove trash, sweep floor and use auto scrubber floor machine on floors.

## **Kitchen**

### **Daily:**

- Empty and disinfect all trash containers and liners.
- Clean and disinfect interior and exterior of buffet bar.
- Clean and disinfect microwave cart.
- Fill dispensers
- Sweep and mop tile floor.
- Clean and disinfect interior and exterior of kitchen sinks.
- Clean and disinfect food preparation counters tops.

### **Weekly:**

- Take apart Buffet bar and clean/disinfect entire exterior surface.
- Treat floor drains with an approved biodegradable solution.

## **Gymnasium**

### **Daily:**

- Dust mop / sweep floors
- Remove trash from bleacher areas

### **Weekly**

- Auto scrub wood floor.
- Verify proper operation of exterior doors

## **Conference/Meeting Rooms**

### **Daily:**

- Empty and disinfect all trash containers and replace liners.
- Clean all table tops and spot vacuum chairs.
- Disinfect counter tops, cabinets and tables.
- Spot clean glass.
- Clean water containers.
- Clean sinks.
- Fill dispensers
- Vacuum carpeted floors and detail corners.
- Mop all tiled floors

### **Weekly:**

- Disinfect water containers.
- Dust blinds, window ledges, perimeter heat covers and table legs.
- Dust ceiling vents.
- Spot clean walls

**3. Compensation**

WCRESA's fees for the Services during the Term are:

<b>Facility</b>	<b>Annual Fee</b>
Education Center per Year	\$158,106.43
Education Center Weekend Hourly Rate	\$18.50 per hour
Burger Baylor per Year	\$219,355.19
Burger Baylor Weekend Hourly Rate	\$18.50 per hour
Alternate Day Porter (Burger Baylor)	\$19.50 per hour

**4. Invoicing**

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WCRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WCRESA is not obligated to pay any invoices submitted after this time frame.

**5. Payment Terms**

Payment will be made within thirty (30) days after WCRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WCRESA must comply by insuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WCRESA; all references to grantee or recipient are understood to refer to Supplier

**6. Taxes**

WCRESA is exempt from all federal, state and local taxes. WCRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WCRESA.

**7. Term**

The term of this Agreement shall be **July 1, 2021 to June 30, 2024** (the "Initial Term") with **two (2), one-year options to renew** if mutually agreeable. The Initial Term will be known as the "Term".

**8. Relationship of the Parties**

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

**9. Confidentiality**

- a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.

- b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.
- d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
- e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the receiving Party's provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.
- f. The receiving Party may destroy the disclosing Party's Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

## **10. Compliance with Laws**

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

## **11. Warranties and Warranty Disclaimer**

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

## **12. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

## **13. Indemnification and Hold Harmless**

The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
- d. The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

#### **14. Insurance**

The Supplier must, at Supplier's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
  - i. Contractual Liability;
  - ii. Products and Completed Operations;
  - iii. Per contract aggregate.
- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal

shall be sent to WCRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184.”

- g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WCRESA at least ten (10) days prior to the expiration date.

## **15. Default and Termination**

- a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.
- b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WCRESA in the case of notice by the Supplier.
- c. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA’s rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
- d. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
- e. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA’s attorney fees and costs at all stages of the litigation.
- f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- g. Termination of the Agreement by WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

## **16. Miscellaneous**

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party’s name, trade name, trademark or other designation with the prior written approval of the other party.

c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To	Contact
WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Rob McCoy
Copy to WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Erika Hunter
Supplier:	RNA Facilities Management 717 W Ellsworth Rd, Ann Arbor, Michigan 48108 Attn: Mike Farha

d. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

e. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.

f. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.

g. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

h. **Force Majeure:** No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

**RNA FACILITIES MANAGEMENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**WAYNE REGIONAL EDUCATIONAL SERVICE AGENCY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_