

# REQUEST FOR PROPOSAL PACKET

Allegan County 3283 122<sup>nd</sup> Ave Allegan, MI 49010

# Custodial Cleaning Services RFP #13067-18

This request for proposal packet incorporates the following documents:

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Request for Proposals issued	November 30, 2017			
Optional Pre-Bid Meeting				
Deadline for Questions to be submitted	. 3:00 PM on December 12, 2017			
Deadline for County's response to questions	. 5:00 PM on December 14, 2017			
Due date for proposals	. 3:00 PM on December 20, 2017			
Bid Opening	. 4:00 PM on December 20, 2017			

# **Contractor's Acceptance of County Contract Agreement**

The following pages contain Allegan County's proposed contractual Agreement with standard language adapted for the products and services being requested. Please indicate your acceptance of this Agreement by checking one of the boxes and completing the associated instructions.

As a prospective Contractor submitting a proposal for RFP# 13067-18 Custodial Cleaning Services, our firm accepts Allegan County's Agreement: As proposed. Please sign the contract Agreement on page 8 so it is ready to be accepted should the County wish to award this Contract to your firm. As proposed with additional agreements, terms and conditions. Please sign the contract Agreement on page 8 so it is ready to be accepted by the County should your firm's additional agreements, terms and conditions be acceptable to the County and the County wishes to award this Contract to your firm. Please reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal. ☐ With changes. Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. These terms may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award this Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the county for approval. ☐ With changes and additional agreements, terms and conditions. Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. Also reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal. These additional agreements, terms and conditions may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award the Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the County for approval.

# **Custodial Cleaning Services Agreement**

This Agreement ("Agreement") is made by and between <u>Allegan County</u>, 3283 122<sup>nd</sup> Avenue, Allegan, Michigan 49010 ("County") and

Contractor Name:			
Contractor Address:			
("Contractor"). The partie	s agree as follows:		

# 1. Contractor Services

Contractor shall provide to County the services, products and supplies as described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to County.

#### 2. Payment

County will pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment will be provided within thirty (30) days following receipt of invoice and satisfactory performance.

# 3. Term of Agreement

The term of this Agreement is for three (3) years commencing February 1, 2018 and running through January 31<sup>st</sup>, 2021 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.

## 4. Termination of Agreement

County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

#### 5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to County. Contractor shall be responsible to County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- A. <u>Worker's Compensation Insurance</u>: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 Other States Insurance in the Contractor's insurance policy.
- B. <u>Commercial General Liability Insurance</u>: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- C. <u>Motor Vehicle Liability Insurance</u>: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance Allegan County may have in effect shall be considered secondary and/or excess.
- E. <u>Cancellation Notice</u>: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and County may terminate this Agreement immediately.
- F. <u>Proof of Insurance Coverage</u>: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide County with a copy of their Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by County. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to County at least ten (10) days prior to the expiration date..

#### 6. Reporting and Review

Contractor shall report to County as required by this Agreement and also upon request. Contractor shall cooperate and confer with County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by County. County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, County may review any of Contractor's internal records, reports or insurance policies.

# 7. <u>Indemnification</u>

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

#### 8. <u>Independent Contractor</u>

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of County for any purpose, and will not be entitled to any fringe benefits of County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify County against such liability.

# 9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from County.

#### 10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from County.

#### 11. Default

In the event of default by Contractor, County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

#### 12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by County.

#### 13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

#### 14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

#### 15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

## 16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of County.

## 17. Contractor Personnel

Contractor employees may be subject to an approved criminal background check prior to entering County property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

#### 18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

## 19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and County and their respective legal representatives, successors and authorized assigns.

#### 20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

## 21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## 22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

#### 23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

# 24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

#### 25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

#### 26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

## 27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform County regarding same.

#### 28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of County are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

#### 29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

- 1. This Custodial Cleaning Services Agreement
- 2. Agreement and Scope of Work Clarifications
- 3. Attachment A County's Scope of Work issued with RFP on 11/30/2017
- 4. Attachment B Cost Proposal Form
- 5. Attachment C Contractor's Proposal received and opened by County on 12/20/2017

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:	COUNTY:	
Sign:	Sign:	
Name:	Name:	Robert J. Sarro
Title:	Title	Allegan County Administrator
Date:	Date:	

# **Agreement and Scope of Work Clarifications**

Contractor questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.

# Attachment A – Scope of Work

Allegan County is dedicated to providing a safe and clean facilities environment for its employees and the public. Contractor shall support this goal by providing regular Day Porter, regular Custodial Cleaning, and Special Request Cleaning services as described herein.

# 1. BUILDINGS AND SCHEDULE:

- 1.1 Day Porter services shall be provided five (5) days per week, Monday through Friday during daytime hours for the buildings listed below unless otherwise agreed upon. Contractor is responsible to ensure that an adequate number of qualified staff is engaged to provide the required Day Porter services.
- 1.2 Custodial Cleaning services shall be performed five (5) days per week, Monday through Friday during the acceptable hours stated for each of the buildings listed below unless otherwise agreed upon. No Custodial Cleaning services (except makeup work required) need be performed on Saturdays, Sundays, or legal holidays recognized by the County, unless directed by the County. Contractor is responsible to ensure that an adequate number of qualified staff is engaged to provide the required Custodial Cleaning services.

Facility / Building	Approximate Square Footage	Acceptable Hours for Custodial Cleaning
Central Dispatch Building 3271 122 <sup>nd</sup> Ave., Allegan, MI 49010	7,225	12:00 AM to 10:00 AM
Juvenile Detention Facility 2243 33 <sup>rd</sup> St., Allegan, MI 49010	18,640	8:00 AM to 4:00 PM
Human Services Building 3255 122 <sup>nd</sup> Ave., Allegan, MI 49010	51,000	5:00 PM to 7:00 AM
County Services Building 3283 122 <sup>nd</sup> Ave., Allegan, MI 49010	21,900	5:00 PM to 7:00 AM
Community Mental Health Clinic 3285 122 <sup>nd</sup> Ave., Allegan, MI 49010	13,000	5:00 PM to 7:00 AM
Allegan County Animal Shelter 2293 33 <sup>rd</sup> St., Allegan, MI 49010	1,762	5:00 PM to 7:00 AM
County Courthouse 113 Chestnut St., Allegan, MI 49010	66,300	5:00 PM to 7:00 AM
Allegan County Transportation 750 Airway Dr., Allegan, MI 49010	2,800	5:00 PM to 7:00 AM
Sheriff's Office and Corrections Center 640 River St., Allegan, MI 49010	10,000	5:00 PM to 7:00 AM

1.3 Within these buildings, Contractor shall provide Custodial Cleaning services for office spaces, lobbies, corridors, stairways, lavatories, passageways, elevator cabs, conference rooms, meetings rooms, break rooms and other areas designated by the County. Mechanical areas and rooms housing technology infrastructure will be cleaned by Allegan County Facilities Management personnel.

#### 2. CONTRACTOR PERSONNEL:

## 2.1 General Personnel Requirements

Before assigning an employee to provide services on County property on a regular or even temporary basis, Contractor shall ensure, and maintain supporting documentation as evidence, that each assigned employee:

- 2.1.1 Is authorized to work in the United States;
- 2.1.2 Has passed a drug screen;
- 2.1.3 Has passed a Michigan Background Check and has not been convicted of any felony or crime related to theft, drugs or physical harm (assault) within the last seven (7) years;
- 2.1.1 Has reliable transportation to all assigned County buildings;
- 2.1.2 Is bonded to cover loss and damages;
- 2.1.3 Has been trained in cleaning methods, quality expectations, and is skilled in performing the work assigned to them;
- 2.1.4 Is skilled, trained and physically capable of operating Contractor's steam cleaners, vacuum cleaners, floor buffers and other cleaning equipment;
- 2.1.5 Has received all applicable initial or refresher MIOSHA/OSHA training from a qualified instructor;
- 2.1.6 Has been provided with all necessary Right-to-Know information and training concerning the hazardous chemicals to which they are exposed, by means of a Hazard Communications Program, labels and other forms of warning, Safety Data Sheets, and other materials as applicable;
- 2.1.7 Has received Health Insurance Privacy and Portability Act (HIPPA) training on maintaining confidentiality of any Protected Health Information the employee may come across in the course of their work from a qualified instructor;
- 2.1.8 Has received Personal Protection Equipment Training from a qualified instructor;
- 2.1.9 Is able to walk throughout all building areas and climb stairs;
- 2.1.10 Is able to reach and clean all areas of buildings and fixtures which may involve bending, stooping, crouching and occasionally working in cramped positions to perform some cleaning tasks;
- 2.1.11 Is able to climb ladders to clean windows, walls, ceilings and other areas beyond normal reach;
- 2.1.12 Can lift, push and pull office furniture and equipment;
- 2.1.13 Is capable of lifting and carrying bags of trash and recyclables weighing up to 30 lbs. and depositing them in a dumpster outside each building;
- 2.1.14 Can move boxes of supplies and other materials weighing up to 50 lbs.; and

2.1.15 Has reviewed Exhibit A – Contract Employee Memorandum of Understanding with the Contractor's supervisory personnel and signed to acknowledge an understanding of the terms and conditions under which the employee is being allowed to provide services on County property.

# 2.2 Supervision

- 2.2.1 Contractor is responsible for all safety and regulatory compliance (such as, but not limited to, MIOSHA / OSHA and Right-to-Know) in conjunction with its responsibilities, operations and employees providing services on County property.
- 2.2.2 Contractor shall enforce all MIOSHA / OSHA standards for all of its employees while they are providing services on County property.
- 2.2.3 Contractor shall enforce the use of all applicable Personal Protection Equipment for all of its employees while they are providing services on County property.
- 2.2.4 Contractor shall employ competent supervisory personnel to routinely inspect, monitor and take responsibility for the performance of Contractor's employees.
- 2.2.5 Contractor shall ensure that its supervisory personnel are familiar with all requirements outlined in this Agreement and shall at all times maintain good order among Contractor's employees and ensure compliance with the requirements herein.
- 2.2.6 Contractor's supervisory personnel shall coordinate and communicate schedules for all periodic cleaning, oversee Day Porter and Custodial Cleaning operations, and inspect building cleanliness on a regular basis and ensure that all assigned duties are satisfactorily completed as scheduled.
- 2.2.7 Contractor's supervisory personnel shall investigate all County complaints and immediately notify Facilities Management of conditions beyond the Contractor's responsibilities or control that do not conform to applicable standards or regulations, pose a safety hazard, or require repair and / or maintenance.
- 2.2.8 Contractor shall not assign its supervisory personnel to perform any routine cleaning tasks.

## 2.3 Substitutions and Dismissals

- 2.3.1 Contractor agrees to hold its employees accountable to the requirements for working on County property outlined in Exhibit A Contract Employee Memorandum of Understanding in addition to maintaining satisfactory performance in the overall delivery of services covered by this Agreement.
- 2.3.2 The County shall make good faith efforts to work with the Contractor and its supervisory personnel to address any performance issues with the Contractor's employees assigned to the County.

- 2.3.3 For just cause or unsatisfactory performance in the sole opinion of the County, the County reserves the right to immediately dismiss from further assignment to the County, any of the Contractor's employees with or without prior warning to the Contractor's employee or the Contractor.
- 2.3.4 To ensure continuity of service, Contractor shall maintain a local pool of qualified and pre-screened individuals available to immediately replace, for as long as necessary, any Contractor employee that is unable to perform assigned duties due to paid time off, illness, absence, re-assignment, termination, dismissal by the County or any other reason whatsoever.

# 3. SUPPLIES, EQUIPMENT AND STORAGE

## 3.1 Supplies

- 3.1.1 Contractor shall be responsible to provide all cleaning products and supplies needed for use by Contractor's employees to maintain appropriate cleaning standards. The inventory and control of cleaning supplies and products shall be kept and maintained by the Contractor at a level that prevents any interruption in service.
- 3.1.2 Contractor shall provide all necessary MOSHA, Right-to-Know and other health and safety compliance materials and information applicable to the services Contractor is providing. This includes providing and posting current copies of Safety Data Sheets (SDS) for all products used by Contractor on County premises in appropriate places as agreed to by Facilities Management. Contractor shall ensure and routinely verify that SDS are kept up to date as products and supplies change.
- 3.1.3 Contractor must clearly label all containers used by Contractor on County property as to their contents.
- 3.1.4 Contractor shall provide all appropriate Personal Protection Equipment to each of its employees working on County premises.
- 3.1.5 The Contractor shall be responsible for the consumable supplies as specified below or equivalent approved by the County. All consumables supplies must be compatible for use in the County's existing dispensers. The inventory and control of consumable supplies and products shall be kept and maintained by the Contractor at a level that prevents any interruption in service.
  - 3.1.5.1 **Toilet paper** 100% recycled, 2-ply, jumbo tissue rolls
  - 3.1.5.2 **Paper Towels** 100% post-consumer recycled content, 1-ply, natural or brown color rolls
  - 3.1.5.3 **Sanitary napkins** RMC Naturelle Tampons or equivalent
  - 3.1.5.4 **Liquid soap** GoJo Foam Hand Wash or equivalent
  - 3.1.5.5 **Hand sanitizer** Purell FMX12000 Foam or equivalent

## 3.2 Equipment

The contractor shall furnish all proper equipment and machinery necessary for the satisfactory performance of all required services such as, but not limited to, vacuum cleaners, mops, brooms, floor scrubbers and waxing machines.

## 3.3 Storage

County will empty, establish and designate at least one (1) appropriate storage room in each building for Contractors to use for storing its equipment and supplies. Contractor may store their equipment in this room only. Any additional storage needs may be granted at the sole discretion of the County.

#### 4. <u>CLEANING DUTIES</u>

- 4.1 Day Porter duties are outlined in Exhibit B.
- 4.2 Custodial Cleaning duties are outlined in Exhibit C.
- 4.3 Special Request Cleaning Services

From time to time, on either a pre-arranged or emergency basis, County may request Contractor to provide Special Cleaning services that could not reasonably be accommodated within its regular Day Porter or Custodial Cleaning services. These cleaning services may include, but are not limited to:

- 4.3.1 Move-out cleaning
- 4.3.1 Post-construction cleaning
- 4.3.2 Emergency response that may include the clean-up of accidents, water damage and blood borne pathogens.

#### 5. REPORTING AND PERFORMANCE EVALUATION

- 5.1 Contractor's Supervisor shall meet with the Assistant Director of Facilities Management on a regular weekly basis during County business hours to review and discuss operations, schedules, complaints and special requests.
- 5.2 Contractor's Supervisor shall regularly inspect and ensure that services being provided by Contractor through its employees are being performed in a satisfactory manner consistent with the requirements outlined in this scope of work and generally accepted cleaning standards.
- 5.3 Day Porter and Custodial Cleaning duty schedule similar to the one shown in Exhibit D shall be posted in appropriate locations throughout each building. Contractor's employees shall initial the appropriate checklist upon the completion of scheduled duties. The Contractor's Supervisor shall post new checklists and regularly inspect checklists to ensure all required duties have been completed as scheduled. The Contractor's Supervisor shall gather completed checklists, organize and group the checklists by facility and turn them in to the Assistant Director of Facilities Management.
- 5.4 On a monthly basis, Contractor's Supervisor, together with the Assistant Director of Facilities Management shall walk through one or more randomly selected buildings

and conduct an inspection using a form similar to the one shown in Exhibit E. The completion of scheduled duties shall be verified and an assessment made as to whether the quality of services is satisfactory or unsatisfactory, noting any areas that were missed or need improvement. Contractor's Supervisor shall promptly address any performance issues with Contractor's employees. More frequent walk-through inspections may be scheduled with the Contractor's Supervisor if needed to address performance issues.

- 5.5 Contractor's employees are expected to report any needed repairs, property damage, and any other unusual or unsafe conditions they encounter to the Contractor's Supervisor as soon as feasible. Contractor's Supervisor shall pass this information on to Facilities Management by entering a Work Order through the County's online Work Order Management System so these items can be addressed. Issues requiring the attention by Facilities Management include, but are not limited to damaged wall surfaces, carpet seam issues, malfunctioning doors, defective plumbing, burned out lights, etc. An emergency phone number shall be posted by the County to allow Contractor's employees to report emergencies that can't wait for a routine response directly to on-call Facilities Management staff.
- 5.6 In cases where Contractor's employee suffers an injury or causes property damage while on County premises, the Contractor's employee and Contractor's supervisor shall each fill out the appropriate Allegan County Accident Injury Report Form and submit the originals to Facilities Management along with any applicable supporting paperwork and / or photographs within one business day for injuries and three business days for property damage.

#### 6. CONTRACT MANAGEMENT

**6.1** This Contract is administered and managed by Allegan County Facilities Management through the following primary point of contact:

Keith Hamilton
Assistant Director
Tel. (269) 673-0207
khamilton@allegancounty.org

Allegan County Facilities Management County Services Building 3283 122<sup>nd</sup> Avenue Allegan, MI 49010

# Exhibit A – Contract Employee Memorandum of Understanding

While performing services for my employer	
on the property of Allegan County, I,	
acknowledge and agree to the following:	

- a) I shall wear or display identification of my employer at all times while on County property.
- b) I have received Michigan Occupational Safety and Health (MIOSHA) training from a qualified instructor.
- c) I have received Right-to-Know training from a qualified instructor.
- d) I shall wear appropriate Personal Protection Equipment and have been trained in its proper use by a qualified instructor.
- e) I have received Health Insurance Privacy and Portability Act (HIPPA) training from a qualified instructor. I hereby agree not to access, use or disclose any Protected Health Information that may be present within the County facility to which I am assigned to perform work. I understand that this obligation shall continue during and after my assignment to Allegan County.
- f) I agree not disclose any information about the premises, nature of work being carried out on the premises, or the nature or content of any documents I find on the premises unless required by law.
- g) I understand the County has the right to refuse my access to non-public areas of each building.
- h) I agree to work behind closed office suite doors. I acknowledge that propping doors open or opening a locked door for another individual is prohibited knowing that all personnel authorized to enter a building or non-public area must do so with their own key or key card.
- i) I shall not give my County issued key card to any other individual, even on a temporary basis or use it to let anyone into an area that is closed to the public at the time they wish to enter.
- j) I shall immediately report a lost or stolen key or key card to my supervisor.
- k) I accept that Allegan County is committed to a Drug and Alcohol Free Workplace and engaging in any of the following activities during my assignment to Allegan County, while on Allegan County property is strictly prohibited:
  - a. The unauthorized use, possession, sale or distribution of prescriptive and/or illegal drugs or alcoholic beverages;
  - b. The unauthorized use, possession, sale or distribution of a controlled substance; and
  - c. Being under the influence, impaired, or otherwise affected by drugs, controlled substances, or alcoholic beverages, in such a manner as to raise a reasonable suspicion in the mind of the observer that my job performance may be negatively affected.
- 1) I acknowledge and agree the County has the right to inspect or search me, my property and my belongings while I am on County property without prior warning.
- m) I accept that Allegan County is committed to providing a healthy and safe environment for all persons through a Tobacco-Free Workplace Policy and understand that the sale or use of tobacco products by any person, including myself, is prohibited in or on Allegan County

property with the exception of designated areas and private vehicles. I agree to abide by this policy which includes the following definitions:

- a. "Tobacco products" shall mean all types of tobacco preparations and includes tobacco that is smoked, inhaled, chewed, or placed in a person's mouth.
- b. "Use of tobacco products" shall mean the open display and/or use by a person of a lit or unlit cigarette, cigar, pipe, or other smoking device (including electronic cigarettes), the inhaling or chewing of a tobacco product, and/or the placement of a tobacco product in a person's mouth.
- c. "County property" shall mean all buildings, facilities, structures, vehicles, lands, grounds, and parking lots owned, leased, or otherwise controlled by the County.
- d. "Designated areas" shall mean locations strategically placed a minimum of 25 feet away from the buildings that provide a no-but bin (a map of designated areas is available upon request).
- e. "Private vehicles" shall mean vehicles owned by but not limited to elected officials, employees, volunteers, and contract personnel.
- n) I acknowledge that County premises are under 24 hour surveillance and agree that I am subject to video surveillance and that surveillance video may be used by the County to monitor and evaluate my performance.
- o) I agree not use any County computers, County phones or other County technology except in a case of emergency.
- p) I shall thoroughly clean and neatly store all cleaning equipment in the designated storage areas within each building and clean out mop sinks upon completion of my duties in a given area or building.
- q) I shall turn off all lights, lock all doors and leave offices in a neat and orderly condition upon completion of my duties in a given area or building.

I understand that any violation of these terms and conditions may result in disciplinary action up to an including the immediate termination of my assignment to Allegan County and may subject me to legal action pursuant to applicable federal, state or local law.

	/ /
Employee's Signature	Date
	/ /
Supervisor's Signature	

Before beginning work on Allegan County property, please scan and email this completed and signed form to:

Keith Hamilton
Allegan County Assistant Director of Facilities Management
<a href="mailton@allegancounty.org">khamilton@allegancounty.org</a>

# Exhibit B – Day Porter Duties and Responsibilities

Personnel assigned by the Contractor to provide Day Porter services are expected to perform the following duties as specified.

- a) Upon arrival, check-in with Facilities Management to pick up, review and prioritize any assigned Work Orders.
- b) Circulate to each of the following buildings during each shift, adjusting the order as necessary to address any assigned high priority Work Orders:
  - a. County Services Building
  - b. Community Mental Health Clinic
  - c. Human Services Building
  - d. Central Dispatch Building
  - e. Juvenile Detention Facility
  - f. Allegan County Animal Shelter
  - g. County Courthouse
  - h. Allegan County Transportation
  - i. Sheriff's Office and Corrections Center
- c) While at each building:
  - a. Complete any assigned Work Orders.
  - b. Check all toilet paper, paper towel, sanitary napkin, liquid soap and hand sanitizer dispensers and fill if necessary. All dispensers should be filled to or maintained at a level where they will not run out before the next scheduled refill.
  - c. Check all public areas, pick-up any trash and place in nearest trash receptacle.
  - d. Check all garbage, sanitary napkin and recycling bins in all restrooms and public areas. If bin is near capacity or overflowing, empty and replace with new liner. Take collected trash and recycling to assigned building dumpster.
  - e. Spot clean restrooms (mirrors, countertops, fixtures, etc.).
  - f. Spot clean glass surfaces in high-use areas (reception windows, entryways, etc.).
  - g. Sweep and mop tile floors if needed.
  - h. Clean and polish elevator doors and interior metal.
  - i. Complete any cleaning duties missed by Custodial Cleaning services.
- d) On occasion, if an assigned Work Order such as performing an annual dusting, cleaning and mopping of a large records storage room cannot be reasonably accommodated in the routine Day Porter schedule, Facilities Management may temporarily excuse the Day Porter from having to complete specific routine duties or having to visit specific buildings to allow the Day Porter sufficient time to complete the assignment.

# **Exhibit C – Custodial Cleaning Duties and Responsibilities**

Personnel assigned by the Contractor to provide Custodial Cleaning services are expected to perform the following duties as specified. All duties shall be performed upon request and as necessary, but the minimum frequency at which each duty is to be performed is stated in the frequency column of the table below. The duties listed are comprehensive but not all inclusive. Contractor shall provide all additional Custodial Cleaning duties that may not be listed, but would be considered necessary to maintain a clean building environment.

#	DUTY / TASK	DETAILED DESCRIPTION	FREQUENCY
A	TRASH AND RECYCLIN	NG	
A1	Empty Trash Receptacles	Empty all trash receptacles and replace with new liners. Place collected trash in the designated trash dumpster outside each building. Clean and sanitize receptacle if needed.	Daily / Nightly
A2	Empty Paper Recycling Bins	Empty all paper recycling bins. Place collected recycled paper in the designated recycling dumpster outside each building. Clean and sanitize bin if needed.	Daily / Nightly
A3	Remove Boxes and Cardboard	Collect cardboard boxes from all designated locations.  Break down cardboard boxes to conserve space and place any non-recyclable packaging material in the trash. Place collected cardboard in designated recycling dumpster outside each building.	Daily / Nightly
A4	Remove Other Recycling Materials	Collect other recycling materials (cans, plastic and glass) from all receptacles. Place collected materials in outdoor recycling dumpster designated for each building. Clean and sanitize receptacle if needed.	Weekly
В	FLOOR CARE		
B1	Light Vacuum Carpets	Vacuum all carpeted areas and floor mats moving chairs, light furniture and other items resting on the floor.	Daily / Nightly
B2	Spot Clean Carpets	Spot clean and extract carpets to remove stains.	Daily / Nightly
В3	Sweep and Light Mop Hard Surface Floors	Sweep and spot mop all hard surfaced floors, landings and stairs, moving chairs, light furniture and other items resting on the floor. Leave floor streak free and uniformly bright, without any sticky residue.	Daily / Nightly
B4	Deep Vacuum Carpets	Vacuum all carpets and edge with an edging tool, moving all chairs, light furniture and other items resting on the floor. Vacuum or wipe baseboards with a treated dust cloth depending on the baseboard material. Also vacuum elevator door tracks to remove debris.	Weekly
В5	Deep Mop Hard Surface Floors	Hand or machine mop all hard surfaced floors, landings and stairs, moving chairs, light furniture and other items resting on the floor. Leave floor streak free and uniformly bright without any sticky residue. Mop entire floor area paying particular attention to edges, corners and areas behind doors.	Weekly
В6	Buff Hard Surface Floors	After mopping, machine buff all hard surface floor areas in their entirety to restore shine.	Quarterly
В7	Scrub, Strip and Refinish Hard Surface Floors	Scrub, strip and refinish all hard surface floor areas in their entirety to replace protective coating and shine.	Annually

#	DUTY / TASK	DETAILED DESCRIPTION	FREQUENCY
C	WALLS, DOORS, WINDO	OWS AND STAIRWELLS	
C1	Spot Clean Walls, Doors and Door Frames	Check and spot clean all walls, doors and door frames (including elevators) to remove smudges, stains and hand marks using only clean water or if necessary, a mild cleansing agent. Rinse with clear water and wipe dry to a uniform appearance. Do not use abrasive cleaner.	Daily / Nightly
C2	Clean Reception Counter Window Glass	Clean both sides of all reception counter window glass partitions. Leave in a uniformly clean and bright condition free of all prints, grime and streaks.	Daily / Nightly
C3	Clean Glass Doors	Clean both sides of all interior and exterior glass doors.  Leave glass and frames in a uniformly clean and bright condition free of all prints, grime and streaks.	Daily / Nightly
C4	Clean Door Hardware	Clean and sanitize all door handles, push plates and kick plates on both sides of all interior and exterior doors.	Daily / Nightly
C5	Clean Handrails	Clean and sanitize all stair and other handrails.	
C6	Spot Clean All Glass Partitions	Clean both sides of all accessible glass partitions (interior door glass, sidelights, etc.) and exterior side of glass enclosures (information displays, display cases, cabinets, fire equipment, picture frames, etc.). Leave in a uniformly clean and bright condition free of all prints, grime and streaks.	Weekly
C7	Spot Clean Inside of Exterior Windows	Check and spot clean interior side of all building windows. Leave glass in a uniformly clean condition free of prints, grime and streaks.	Weekly
C8	Clean and Polish Metalwork	Clean and polish all metalwork, such as office door hardware, cabinet hardware, elevator control panels, metal lettering, and other metal accessories to a clean and bright condition, free of prints, grime and streaks.	Weekly
С9	Dust Reachable Areas	Dust all reachable surfaces with a treated dust cloth to achieve a dust-free condition. Including, but not limited to:  - Chairs and tables - Cabinets and bookcases - Work surfaces and ledges - Other Furniture - Equipment - Partitions - Informational displays - Doors, door frames and closers - Stairway railings - Wall-mounted items (card readers, switches, signs, outlets, TVs etc.) - All other horizontal surfaces	Weekly
C10	Dust High Areas	Dust all areas that are beyond normal reach with a treated dust cloth to achieve a dust-free condition. Dust along corner edges where walls meet walls and walls meet ceilings. Also dust furnishings including, but not limited to:  - Under-desk equipment and cords - Under-desk grates and vents - Cabinet tops - Picture frames - Window blinds - Ceiling grates and vents	Monthly

#	DUTY / TASK	DETAILED DESCRIPTION	FREQUENCY
		- Light fixtures	
		- Ceiling-mounted equipment (sprinklers, exit	
G1.1	W. I. V. I. CD.	signs, cameras, wireless access points)	G . A 11
C11	Wash Inside of Exterior	Wash entire interior side of all building windows. Leave	Semi-Annually
	Windows	glass in a uniformly clean condition free of all dust,	
C12	Clean Glass Cabinet	prints, grime and streaks.  Dust interior and clean interior glass of all unlocked glass	Semi-Annually
C1Z	Interiors	cabinets including, but not limited to:	Selili-Allilually
	interiors	- Display cases	
		- Information displays	
		- Fire hose cabinets	
		- Fire extinguisher cabinets	
		<ul> <li>Excludes Automatic External Defibrillator</li> </ul>	
		(AED) cabinets.	
C13	Vacuum Cloth Wall	Vacuum areas of cloth wall partitions not covered with	Semi-Annually
_	Partitions	posted items.	
D	FURNISHINGS AND SPE		D 1 /N: 1.1
D1	Clean Furniture in Public	Clean all furniture items (particularly chair armrests, table	Daily / Nightly
	Spaces	surfaces and countertops) and disinfected hard surfaces to remove germs, grime, residue and stains.	
D2	Clean Drinking Fountains	Clean, sanitize and polish drinking fountains including	Daily / Nightly
D2	Clean Dinking I duntains	push plates, sides and splash guards on walls.	Daily / Tylghuy
D3	Clean Vending Machines	Wipe and dust using a treated dust cloth all vending	Daily / Nightly
		machines, paying particular attention to the near-floor	
		areas. Clean glass front to be free of all dust, grime and	
		streaks.	
D4	Clean Sinks	Clean and sanitize all sinks and sink fixtures. If dishes	Daily / Nightly
		are left in one portion of the sink, that portion of the sink	
		can be omitted.	D 11 (27) 1 1
D5	Clean Small Kitchen Appliances	Clean coffee makers, toasters and other small appliances.	Daily / Nightly
D6	Clean Furniture in Non-	Clean all furniture items (particularly chair armrests, table	Daily / Nightly
	public Spaces	surfaces and countertops) and disinfected hard surfaces to	
		remove germs, grime, residue and stains where surfaces	
		are free of documents and personal effects. Vacuum fabrics to remove debris and vacuum, wipe or mop plastic	
		chair mats to remove dirt and salt stains.	
D7	Clean Telephone Handsets	Wipe and sanitize all telephone headsets. Do not spray	Weekly
- '	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	any cleaner on phone equipment.	
D8	Clean Whiteboards	Clean whiteboards that are free of writing or have a note	Weekly
		requesting they be cleaned.	-
D9	Clean Microwaves	Clean and sanitize insides and outsides of microwaves.	Weekly
D10	Clean Fridges	Clean accessible parts of fridge exterior (front, sides and	Weekly
	GI G	top).	75.5
D11	Clean Stoves	Clean stove controls, fronts, surfaces and drip pans.	Monthly
D12	Clean Ovens	Clean oven controls, fronts and interiors.	Annually
E 1	RESTROOMS AND HOL		Doily / Nightler
E1	Empty Sanitary Napkin Receptacles	Empty all sanitary napkin receptacles and replace with new liners. Clean and sanitize receptacles. Place	Daily / Nightly
	Receptacies	collected trash in designated trash dumpster outside each	
		building.	
E2	Clean Ceramic Fixtures	Scour, wash and disinfect all toilets, urinals and sinks	Daily / Nightly
_		with germicidal detergent solution, including tile walls	, , , , , , , , , , , , , , , , , , ,

#	DUTY / TASK	DETAILED DESCRIPTION	FREQUENCY
		areas such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats with germicidal solution and wipe dry. Leave toilet lids or seats in a raised position.	
Е3	Clean Walls and Partitions	Damp wipe all toilet partitions and modesty screens as well as tiled and painted walls using a germicidal solution. Wipe all surfaces dry leaving them streak free and uniformly bright.	Daily / Nightly
E4	Clean Countertops	Clean and sanitize counter tops.	Daily / Nightly
E5	Clean Fixtures and Accessories	Clean and sanitize all mirrors, powder shelves, bright work (including exposed piping below wash basins), dispensers, hand dryers, receptacles, baby changing stations and all other restroom / holding cell fixtures and accessories. Use only non-abrasive, non-acidic materials to avoid damage to metal fixtures and polish to a uniformly bright appearance.	Daily / Nightly
E6	Mop Floors	Wet-mop floors using a germicidal detergent and then mop dry leaving floors streak free and uniformly bright without any sticky residue. Mop entire floor area paying particular attention to edges, corners and areas behind doors.	Daily / Nightly
E7	Clean Tile Grout	Scrub and clean grout between floor and wall tiles.	Semi-annually

Exhibit D – Sample Schedule of Cleaning Duties

Allegan County Schedule of Cleaning Duties

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	E6	Mop Floors	Daily	A.								_							-					, v	

# Exhibit E – Sample Cleaning Inspection Form

# **Allegan County Cleaning Inspection Form**

Building:_				County:	
Date:	_/	_/	Time:	Contractor:	

#	DUTY / TASK	FREQUENCY	RATING	REMARKS
A	TRASH AND RECYCLING	Trade Control	KATING	MARINES
A1	Empty Trash Receptacles	Daily / Nightly	SIU	
A2	Empty Paper Recycling Bins	Daily / Nightly	S I U	
	Remove Boxes and Other Cardboard			
A3	Materials	Daily / Nightly	SIU	
A4	Remove Other Recycling Materials	Weekly	S I U	
В	FLOOR CARE			
B1	Light Vacuum Carpets	Daily / Nightly	SIU	
B2	Spot Clean Carpets	Daily / Nightly	SIU	
В3	Sweep and Light Mop Hard Surface Floors	Daily / Nightly	SIU	
B4	Deep Vacuum Carpets	Weekly	SIU	
В5	Deep Mop Hard Surface Floors	Weekly	SIU	
C	WALLS, DOORS, WINDOWS AND STA	MRWELLS		
C1	Spot Clean Walls, Doors and Door Frames	Daily / Nightly	SIU	
C2	Clean Reception Counter Window Glass	Daily / Nightly	S I U	
C3	Clean Glass Doors	Daily / Nightly	SIU	
C4	Clean Door Hardware	Daily / Nightly	SIU	
C5	Clean Handrails	Daily / Nightly		
C6	Spot Clean All Glass Partitions	Weekly	SIU	
C7	Spot Clean Inside of Exterior Windows	Weekly	SIU	
C8	Clean and Polish Metalwork	Weekly	SIU	
C9	Dust Reachable Areas	Weekly	SIU	
C10	Dust High Areas	Monthly	SIU	
D	FURNISHINGS AND SPECIAL ITEMS			
D1	Clean Furniture in Public Spaces	Daily / Nightly	SIU	
D2	Clean Drinking Fountains	Daily / Nightly	SIU	
D3	Clean Vending Machines	Daily / Nightly	SIU	
D4	Clean Sinks	Daily / Nightly	SIU	
D5	Clean Small Kitchen Appliances	Daily / Nightly	SIU	
D6	Clean Furniture in Non-public Spaces	Daily / Nightly	SIU	
D7	Clean Telephone Handsets	Weekly	SIU	
D8	Clean Whiteboards	Weekly	SIU	
D9	Clean Microwaves	Weekly	S I U	
D10	Clean Fridges	Weekly	SIU	
D11	Clean Stoves	Monthly	SIU	
E	RESTROOMS AND HOLDING CELLS		_	
E1	Empty Sanitary Napkin Receptacles	Daily / Nightly	SIU	
E2	Clean Ceramic Fixtures	Daily / Nightly	SIU	
E3	Clean Walls and Partitions	Daily / Nightly	SIU	
E4	Clean Mirrors and Countertops	Daily / Nightly	SIU	
E5	Clean Fixtures and Accessories	Daily / Nightly	SIU	
E6	Mop Floors	Daily / Nightly	SIU	

E6 Mop Floors Dail

Circle: S = Satisfactory, I = Inconsistent, U = Unsatisfactory

# <u>Attachment B – Cost Proposal Form</u>

#### 7. COST PROPOSAL

This form itemizes all costs associated with the County's Scope of Work as proposed by the Contractor. Costs specified in the Cost Tables and elsewhere in the Contractor's proposal shall be bound by the following conditions:

#### 7.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the County.

#### 7.2 Variances

Where a variance exists or other discrepancy is noted between prices in this Cost Proposal Form and prices specified elsewhere in the Contractor's proposal, the pricing shown in this Cost Proposal Form shall prevail.

## 7.3 Building and Cleaning Area Revisions

The County reserves the right to temporarily or permanently add or remove buildings and substantial areas within buildings from the agreed upon Day Porter and Custodial Cleaning services footprint. In such cases, the effective cost per square foot shall form the basis for amending the Agreement to increase or decrease costs. Temporary changes would limited to durations in excess of three (3) months.

#### 7.4 Invoices:

All invoices must reference contract #13067-18. Invoices must be itemized to relate charges directly to an individual entry found in one of the cost tables completed in Section 7.4. Invoices must be provided separately for each building unless costs are itemized separately by building on one invoice. Invoices should be sent to:

Accounts Payable
Allegan County Facilities Management Department
3283 122<sup>nd</sup> Avenue
Allegan, MI 49010

#### 7.5 Cost Tables:

The cost tables on the following pages capture the Contractor's costs to provide the County with the services detailed in Attachment A – Scope of Work.

**A.** Day Porter Services - Contractor's administrative, supervisory and all other associated personnel, uniform and travel costs, excluding cleaning supplies and consumable supplies, are included in the following monthly rates for Day Porter services.

Facility / Building	Monthly Year 1	Monthly Year 2	Monthly Year 3	Monthly Year 4*	Monthly Year 5*
Central Dispatch Building	\$	\$	\$	\$	\$
Juvenile Detention Facility	\$	\$	\$	\$	\$
Human Services Building	\$	\$	\$	\$	\$
County Services Building	\$	\$	\$	\$	\$
Community Mental Health Clinic	\$	\$	\$	\$	\$
Allegan County Animal Shelter	\$	\$	\$	\$	\$
<b>County Courthouse</b>	\$	\$	\$	\$	\$
Allegan County Transportation	\$	\$	\$	\$	\$
Sheriff's Office and Corrections Center	\$	\$	\$	\$	\$

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

**B.** Custodial Cleaning Services - Contractor's administrative, supervisory and all other associated personnel, uniform and travel costs, excluding cleaning supplies and consumable supplies, are included in the following monthly rates for Custodial Cleaning services.

Facility / Building	Monthly Year 1	Monthly Year 2	Monthly Year 3	Monthly Year 4*	Monthly Year 5*
Central Dispatch Building	\$	\$	\$	\$	\$
Juvenile Detention Facility	\$	\$	\$	\$	\$
Human Services Building	\$	\$	\$	\$	\$
County Services Building	\$	\$	\$	\$	\$
Community Mental Health Clinic	\$	\$	\$	\$	\$
Allegan County Animal Shelter	\$	\$	\$	\$	\$
<b>County Courthouse</b>	\$	\$	\$	\$	\$
Allegan County Transportation	\$	\$	\$	\$	\$
Sheriff's Office and Corrections Center	\$	\$	\$	\$	\$

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

**C.** Labor Investment – The following table states the number of employee hours (to the nearest 15 minutes) of Day Porter and Custodial Cleaning services (excluding supervisory time) the Contractor has budgeted at each building to deliver required services as specified.

Facility / Building	Hours Allocated to Perform Day Porter Services	Hours Allocated to Perform Custodial Cleaning Services
Central Dispatch Building		
Juvenile Detention Facility		
Human Services Building		
County Services Building		
Community Mental Health Clinic		
Allegan County Animal Shelter		
County Courthouse		
Allegan County Transportation		
Sheriff's Office and Corrections Center		

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

**D.** Consumable Supplies – Contractor's all-inclusive monthly cost to procure, deliver and stock toilet tissue, paper towels, sanitary napkins, hand soap and hand sanitizer as specified in Section 3.1.5 for each building is specified in the table below..

Facility / Building	Monthly Year 1	Monthly Year 2	Monthly Year 3	Monthly Year 4*	Monthly Year 5*
Central Dispatch Building	\$	\$	\$	\$	\$
Juvenile Detention Facility	\$	\$	\$	\$	\$
Human Services Building	\$	\$	\$	\$	\$
County Services Building	\$	\$	\$	\$	\$
Community Mental Health Clinic	\$	\$	\$	\$	\$
Allegan County Animal Shelter	\$	\$	\$	\$	\$
<b>County Courthouse</b>	\$	\$	\$	\$	\$
Allegan County Transportation	\$	\$	\$	\$	\$
Sheriff's Office and Corrections Center	\$	\$	\$	\$	\$

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

**E.** Cleaning Supplies and Equipment – Contractor's all-inclusive monthly cost to procure, deliver and stock all cleaning supplies, products, personal protection equipment and cleaning equipment (other than the consumable items listed in Cost Table D) for each building is specified in the table below.

Facility / Building	Monthly Year 1	Monthly Year 2	Monthly Year 3	Monthly Year 4*	Monthly Year 5*
Central Dispatch Building	\$	\$	\$	\$	\$
Juvenile Detention Facility	\$	\$	\$	\$	\$
Human Services Building	\$	\$	\$	\$	\$
County Services Building	\$	\$	\$	\$	\$
Community Mental Health Clinic	\$	\$	\$	\$	\$
Allegan County Animal Shelter	\$	\$	\$	\$	\$
<b>County Courthouse</b>	\$	\$	\$	\$	\$
Allegan County Transportation	\$	\$	\$	\$	\$
Sheriff's Office and Corrections Center	\$	\$	\$	\$	\$

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

**F. Special Requests Cleaning Services** – For all requested special cleaning services, travel time and on-site time shall be billed by the Contractor at the rates specified below with mileage added if charged. Rates include costs of all necessary products, supplies and equipment routinely stored by to the Contractor on County premises to provide regular Custodial Cleaning services.

<b>Hourly Cleaning Rate</b>	Year 1	Year 2	Year 3	Year 4*	Year 5*
Weekdays Regular Hours 8 am. to 5 pm.	\$	\$	\$	\$	\$
Weekdays After Hours	\$	\$	\$	\$	\$
Saturday Hours	\$	\$	\$	\$	\$
<b>Sunday Hours</b>	\$	\$	\$	\$	\$
Holiday Hours	\$	\$	\$	\$	\$
Mileage Rate (if applicable)	\$	\$	\$	\$	\$
Other costs (please specify):	\$	\$	\$	\$	\$

<sup>\*</sup> Year 4 and 5 pricing only applies if Agreement is extended past initial 3-year term.

# 7.6 Cost Certification

Bid is firm for \_\_\_\_\_ days (90 days minimum)

Vendor Name:	
Vendor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

# RFP Supplement A – Instructions to Contractors

# 8. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS

Contractors interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse responding firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the County's Project Management Specialist at dstan@allegancounty.org. All deadlines are Eastern Standard Time.

# 8.1 Proposal and Contract Examination

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless clearly and specifically noted in the proposal submitted by the Contractor and affirmed in any final agreement between the County and the Contractor.

# 8.2 Optional Pre-Bid Meeting – at 9:00 a.m. on December 11, 2017.

Interested contractors may attend an optional pre-bid meeting to review the scope and tour the facilities, meeting with the following person (or alternate) at the following location:

Keith Hamilton,
Assistant Director of Facilities Management
Nederveld Room – County Services Building
3283 122<sup>nd</sup> Ave
Allegan, MI 49010

#### 8.3 Contractor Inquiries – due by 3:00 p.m. on December 12, 2017.

Should a contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process, they should bring such questions in writing to the attention of:

Denise Stan – Project Management Specialist Allegan County – County Services Building 3283 122nd Ave Allegan, MI 49010 dstan@allegancounty.org

#### 8.4 County Response – posted by 5:00 p.m. on December 14, 2017.

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

# 8.5 Proposal Submission – due by 3:00 p.m. on December 20, 2017.

Contractors are required to submit proposals in a sealed envelope, mailed or delivered to:

Denise Stan – Project Management Specialist Allegan County – County Services Building 3283 122nd Ave Allegan, MI 49010

The outside of the envelope should show the Contractor's company name as a return address and include the words **RFP** #13067-18 Custodial Cleaning Services. It is the sole responsibility of Contractor to ensure that the proposal reaches County by the specified deadline.

## 8.6 Bid Opening – at 4:00 p.m. on December 20, 2017.

All proposals received will be publicly opened at the Allegan County Services Building 3283 122<sup>nd</sup> Ave. Contractors may be present, but attendance is optional as only the names of the contractors submitting proposals will be announced and taken into record. Proposals will not be reviewed or evaluated at the Bid Opening. The County will not release any dollar amounts until all proposals have been evaluated, scored and a contract has been awarded.

#### 8.7 Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the Project Management Specialist after time specified for bid opening will not be considered.

## 9. CONSIDERATIONS FOR THE COST PROPOSAL

#### 9.1 Discounts and Incentives

The County will consider discounts and other pricing incentives in each individual bid prior to determining the successful contractor.

#### 9.2 Quantities

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by County as to the total amount of products and services that may be or may not be procured through any resulting agreements.

In other words, after receiving bids, the County may opt to contract for any or all of the Day Porter, Custodial Cleaning, Special Request Cleaning services at any or all buildings from one or more contractors with or without the Contractor providing Consumables.

At a minimum however, the County desires to enter into an agreement with a single contractor to completely cover at least one or more of the services outlined in the Scope of Work for one, if not both of the following sites comprised of the listed buildings:

COUNTY SERVICES SITE	Approx. Square Footage	Acceptable Hours for Custodial Cleaning
Central Dispatch Building 3271 122 <sup>nd</sup> Ave., Allegan, MI 49010	7,225	12:00 AM to 10:00 AM
Juvenile Detention Facility 2243 33 <sup>rd</sup> St., Allegan, MI 49010	18,640	8:00 AM to 4:00 PM
<b>Human Services Building</b> 3255 122 <sup>nd</sup> Ave., Allegan, MI 49010	51,000	5:00 PM to 7:00 AM
County Services Building 3282 122 <sup>nd</sup> Ave., Allegan, MI 49010	21,900	5:00 PM to 7:00 AM
Community Mental Health Clinic 3285 122 <sup>nd</sup> Ave., Allegan, MI 49010	13,000	5:00 PM to 7:00 AM
Allegan County Animal Shelter 2293 33rd St, Allegan, MI 49010	1,762	5:00 PM to 7:00 AM
DOWNTOWN SITE	Approx. Square Footage	Acceptable Hours for Custodial Cleaning
County Courthouse 113 Chestnut St., Allegan, MI 49010	66,300	5:00 PM to 7:00 AM
Allegan County Transportation 750 Airway Dr., Allegan, MI 49010	2,800	5:00 PM to 7:00 AM
<b>Sheriff's Office and Corrections Center</b> 640 River St., Allegan, MI 49010	10,000	5:00 PM to 7:00 AM

The listed services, facilities and quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. County reserves the right to increase or decrease quantities until a contract is finalized. It is the Contractor's responsibility to verify the accuracy of all square footage and the types of environments that exist within each building. The County will not accept responsibility or accommodate any requests for changes to pricing from a Contractor should it later be discovered that the County's square footage estimates included in this RFP were erroneous.

## 9.3 Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since the County does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the contractor's responsibility to name such a product within the bid, and to prove to the County that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The County shall be the sole judge concerning the merits of bids submitted.

#### 10. PROPOSAL EVALUATION AND CONTRACT AWARD

In evaluating proposals and awarding contracts, the County will follow the process outlined below.

#### 10.1 Proposal Evaluation

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible bids will form the basis for recommending a contract award.

#### **10.2** Product Samples

To assist in product evaluation, samples may be requested if a brand is unfamiliar to the County or other than specified in the Scope of Work. Such samples are to be furnished after the date of bid opening only upon request of County unless otherwise stated in the bid requirements.

# 10.3 Supplemental Information

During the evaluation process, the County reserves the right to request additional information or clarifications from the Contractor, or to allow corrections of errors or omissions.

#### 10.4 Contractor Presentations, Product Demonstrations and Interviews

At the discretion of the County, as part of the evaluation process, the Contractor submitting a proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, the County will contact the Contractor and expects it to be available at a location determined by the County within two (2) weeks of notification. The Contractor shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

#### **10.5** Contract Finalization

Should any material changes to the Agreement, Scope of Work or the Contractor's Proposal need to be clarified or negotiated, a revised Agreement will be drafted and sent to the Contractor for review and signature.

#### 10.6 Contract Award

Once finalized, the agreement will be processed for final approval and award by the necessary County authority. Upon award, the Contractor will be contacted to plan and schedule work.

Notification of award will be posted to the County's website along with a tabulation of all bids received. Notification letters will also be sent to each contractor that submitted a proposal.

#### 10.7 Rejection of Proposals

The County reserves the right to reject any and all proposals or to accept a proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

#### 10.8 Freedom of Information Act

Contractors should be aware that all proposals any ensuing agreements are subject to the Michigan Freedom of Information Act (FOIA) and may not be held in confidence once a proposals has been opened. All proposals shall be available for review after County staff has evaluated them and a decision has been reached on whether or not to award a contract.

# <u>RFP Supplement B – Proposal Requirements</u>

# 11. PROPOSAL REQUIREMENTS

#### 11.1 General Considerations

Before submitting proposals, contractors should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a proposal constitutes the Contractor's understanding of the contents of this RFP.

# 11.2 Contract Acknowledgement

In order for a contractor's proposal to be considered, the contractor must check one of the four boxes on the Contractor's Acceptance of County Agreement Form at the beginning of this RFP Packet and follow through with the appropriate action. Failure to do this may result in disqualification of the proposal.

#### 11.3 Proposal Organization and Length:

The proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 12 below, please reference the number and the question before each response and respond in sequence of the questions asked.

# 11.4 Number of Copies:

Contractor is asked to submit:

- One (1) complete proposal master document in paper hard copy format (so marked);
- One (1) complete proposal copy in paper hard copy format (so marked); and
- One (1) complete proposal copy in digital PDF format. Electronic copies of the proposal may be emailed to <a href="mailto:dstan@allegancounty.org">dstan@allegancounty.org</a> before the submission deadline or included on a CD or thumb drive with the proposal.

# 12. PROPOSAL CONTENT

#### 12.1 Signed Letter

A signed letter stating the contractor understands the County's needs as outlined in Attachment A – Scope of Work and is committed to performing the requested services.

#### **12.2** Company Information:

12.2.1 The legal name under which the Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

- 12.2.2 The location of the office from which work described here will be managed and the year that office was established if other than above.
- 12.2.3 Contact information (name, title, telephone number and email) for Contractor representative submitting proposal.
- 12.2.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

# **12.3** Company Experience:

- 12.3.1 State the approximate number of commercial / institutional clients your firm currently has in both Allegan County and in southwest Michigan.
- 12.3.2 List three (3) government or commercial clients in or near Allegan County Michigan for whom your firm has provided custodial services for. Name the firm, agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.
- 12.3.3 Describe anything your firm feels sets it apart from its competitors, makes it stand out or gives it a competitive advantage.

#### 12.4 Personnel:

- 12.4.1 Will your firm have any challenges meeting the General Personnel Requirements outlined in Section 2.1?
- 12.4.2 Will your firm have any challenges reviewing and ensuring that all employees assigned to perform services for Allegan County understand and agree to the terms and conditions outlined in Exhibit A Contract Employee Memorandum of Understanding?
- 12.4.3 Describe in detail the process your firm uses to hire, train and maintain on an ongoing basis, the skills, knowledge and employability of your custodial cleaning workforce.

#### 12.5 Operations:

- 12.5.1 Specify the amount of time your firm would need to assign staff and begin providing services to the County upon notification of contract award.
- 12.5.2 Explain in detail, your firm's process for ensuring continuity of services to the County to accommodate for situations in which an existing assigned employee is unable to provide assigned cleaning duties due to a planned or unplanned short term absence, long term absence and departure / dismissal / termination.
- 12.5.3 Describe in detail how your firm's assigned supervisory personnel are expected to routinely inspect, monitor and take responsibility for the performance of your firm's custodial cleaning employees.

## 12.6 Scope of Work:

- 12.6.1 Confirm your firm's ability to perform all of the requested services noting any proposed variances in scope or methodology.
- 12.6.2 Confirm your firm's acceptance to use the forms similar to those shown in Exhibit D and E as the tools to be used to measure and evaluate performance. If not, state exceptions or attach an alternate tool to be evaluated by the County for use with this Agreement.
- 12.6.3 Provide an overview of any Special Request Cleaning Services that your firm can or cannot provide.

#### **12.7** Costs:

- 12.7.1 Complete all of the Cost Tables (A through F) in Attachment B and sign to certify the base bid.
- 12.7.2 Only costs directly related to the delivery of the requirements within the RFP should be included in the Cost Tables.
- 12.7.3 Contractor may attach supplemental information on cost saving measures and revised pricing for the County's consideration.

# RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor's proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County's discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

0	-3	-1	5	+1	+3	10
Min.	Per Major	Per Minor	Initial Default	Per Minor	Per Major	Max.
Score	Concern	Concern	Score	Benefit / Plus	Benefit / Plus	Score

A - Su	bmission (failure to meet these re-	quirements	may be cau	se for bid	rejection)		
Bid pr	Bid proposal received on time			Yes / No			
Correc	t number of copies received			Yes	/ No		
Any le	gal action within the past 5 years			Yes	/ No		
Contra	ct Agreement Acknowledged			Yes	/ No		
B – Sc	ope of Work (Attachment A)	Score	Weight	Points	Max.	% of	
		(0-10)			Points	Total	
12.2	Company Information		x 1 =		10		
12.3	Company Experience		x 3 =		30		
12.4	Personnel		x 3 =		30		
17.4	Operations		x 3 =		30		
17.5	Scope of Work		x 3 =		30		
	Proposal Quality and		x 1 =		10		
	Completeness		X 1 =				
					140	25%	
E – Si	te Visits and References						
Evalua	ntion Team Score				140	25%	
F - Co	st Proposal (Attachment B)					•	
Incorp	orating total cost value.				280	50%	
GRAN	ND TOTAL						
		To	otal Points		560	100%	