COUNTY OF MUSKEGON
STANDARD FORM OF AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF MUSKEGON AND PROFESSIONAL BUIDLING SERVICES

RFP 19-2324
FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES
AT
SOUTH CAMPUS SITES

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and **Professional Building Services,** having its principal place of business at **1540 Hendrick Road** (hereinafter referred to as "Contractor"), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. **Matthew Farrar** at phone number **231-724-6411** is the representative of County and will administer this Agreement for and on behalf of County. **Aaron Panek** at phone number **989-297-2938** is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

   To County: **Matthew Farrar, Director**
   Muskegon County Department of Public Works
   131 E. Apple Avenue
   Muskegon, MI 49442

   To Contractor: **Aaron Panek, Division Partner**
   Professional Building Services
   1540 Hendrick Road
   Muskegon, MI 49441

   or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICE. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contractor shall commence performance on **June 25, 2019** and end performance upon completion, but no later than **June 25, 2024**, unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above, following

completion of the increments identified in Exhibit A. Unless otherwise specified in Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Contractor represents that contractor has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Contractor shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Contractor, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Contractor agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Contractor shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

    Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied, 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production. Contractor shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

12. RECORDS, AUDIT AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Contractor is required to provide proof of the minimum levels of insurance coverage as indicated in the attached Exhibit A. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Contractor's performance of services under the terms of this Agreement, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

    The insurance shall be written for not less than the minimum coverage specified in Exhibit A or as required by law, whichever is greater. All deductible amounts for any of the required polices are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

    If a motor vehicle is used to provide services or products under this Agreement, the Contractor must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from

participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

Additionally, assurance is given to County that good-faith efforts will be made to identify and encourage the participation of minority-, women- and handicapper-owned businesses in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-, women- and handicapper-owned business in subcontracting; and (2) making discrimination a material breach of contract.

16. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and the County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

17. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION.

    A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of this notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

        i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

           Notwithstanding any other payment provisions of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

        ii. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

    B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit A, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

25. SUCCESSORS AND ASIGNS. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. NO THIRD-PARTY BENEFICIARY. No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff, visitors, residents, or other individuals who may have business through the County.

27. COMPLIANCE WITH THE LAW. Contractor shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

28. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

29. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

30. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.

32. PRECEDENCE. In the event of the conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated: 7-9-19

By: Susie Hughes

Susie Hughes, Chair
Muskegon County Board of Commissioners

PROFESSIONAL BUILDING SERVICES

Dated: 6/27/19

By: [illegible]

Its: Division Owner

EXHIBIT A

PROJECT SPECIFICATIONS & ADDENDUMS

MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

Susie Hughes
Chair, District 3

Gary Foster
Vice Chair, District 7

Marcia Hovey-Wright
District 2

Zach Lahring
District 5

Kenneth Mahoney
District 9

Charles Nash
District 6

Robert Scolnik
District 4

I. John Snider II
District 8

Rillastine R. Wilkins
District 1

April 1, 2019

FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES
REQUEST FOR PROPOSALS
RFP 19-2324

Vendor Name:	
Street Address:	
City, State, Zip:	

Requesting Agency	Facilities
Solicitation Type	Request for Proposals
Solicitation Number	RFP 19-2324
Description	Custodial and Cleaning Services-South Campus
Agreement Term	5 Year
Date of Issuance	Monday, April 1, 2019
Date of Recommended Site Visit	Wednesday, April 18, 2019 at 8:30 am
Location of Recommended Site Visit	Central Services Blg 2nd Fl 141 E Apple Ave, Muskegon, MI 49442 (Purchasing Office)
Deadline for questions	Friday, April 19, 2019 at 2:00 pm
Response to questions issued	Tuesday, April 23, 2019
Proposal Deadline	Thursday, May 2, 2019 at 3:00pm
Evaluation Process, Interviews, selection	May - June

The Muskegon County Board of Commissioners invites your proposal for Janitorial and Cleaning services at the South Campus Sites for the Muskegon County Facilities Department. A set of conditions and specifications/requirements are enclosed.

Proposals are due in no later than 3:00 p.m., prevailing time, Thursday, May 2, 2019 to the Accounts Payable Office. Submittal Instructions are located in the Proposal Conditions/Instructions for Responders on page 38.

The time of receipt shall be determined by the time clock stamp in the Accounts Payable Office. Respondents are responsible for ensuring that their proposals response is stamped by Finance Office personnel by the deadline indicated.

No late bids will be accepted.

Sincerely,

Beth Dick

Beth Dick, CPA
Director of Finance/Assistant County Administrator

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PROPOSAL PACKET CHECKLIST

This Proposal Packet Checklist is being provided as an aid to you in preparing your proposal response. However, the requirements of the Proposal Specifications supersede the Proposal Packet Checklist. It is the Respondent's responsibility to review the Proposal Specifications in their entirety and submit all required items with their proposal response.

Please complete the required/requested forms below and check them off this list as you complete them. Return the completed forms to the Muskegon County Procurement Office with your proposal response.

Complete	Not Applicable	
☐	☐	Proposal Invitation Cover Letter
☐	☐	Proposal Certification/Non-Collusion Affidavit & Minority Supplier Certifications
☐	☐	Proposal Summary, Proposed Rates and Detailed Budget
☐	☐	Addenda Summary (Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to www.bidnetdirect.com/mitn/muskegon-county for Addenda.)
☐	☐	Response to Proposal Specifications
☐	☐	References / Work Experience
☐	☐	Debarment, Suspension and other Responsibility Matters
☐	☐	Non-Discrimination Statement
☐	☐	W-9 http://www.irs.gov/pub/irs-pdf/fw9.pdf
☐	☐	No Proposal Response Form
☐	☐	Insurance Certificate(s) – For Reference Only

PROPOSAL CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The responder's signature declares under penalty of perjury of the laws of the United States that the contractor submitting this proposal, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for the vendor.

Proposal Number: RFP 19-2324 Custodial and Cleaning Services at South Campus Sites

Vendor: _____

Vendor Address: _____

_____

_____

Phone Number: _____

Fax Number: _____

Signature: _____

Name Printed: _____

Title: _____

Date Signed: _____

E-Mail: _____

Website: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

_____ _____

Authorized Agent Signature Date

_____

Authorized Agent Printed Name

THIS PROPOSAL SUMMARY PAGE, AS WELL AS YOUR DETAILED BUDGET AND ANY OTHER PRICING, MUST BE IN A SEPARATE SEALED ENVELOPE MARKED "RFP 19-2324 – PRICING". REFER TO PROPOSAL CONDITIONS /INSTRUCTIONS TO RESPONDENTS FOR MORE DETAILS ON HOW TO PROPERLY ASSEMBLE AND SEAL THE PROPOSAL PACKET.

PROPOSAL SUMMARY

All costs (including labor, tools, equipment, materials, shipping, handling and all other costs) must be included in the total price. If there are any rebates or special qualifying programs please indicate their value and what must be done to qualify. The pricing information provided must be complete this includes any additional taxes, surcharges or other fees that may be passed on to the County on the invoices. The minimum time this bid will be in force is 90 days.

Respondents are to submit prices in the table below. Every line (space) must contain a figure, zero (0), line (-) or "No Bid". Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double-check your addition, subtraction and multiplication.)

Proposal Contract Year 1:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$	$	$
Starks Hall	$	$	$
Public Health	$	$	$
TEROD Building	$	$	$
Central Services	$	$	$
Juvenile Transition Center	$	$	$
Veterans Building	$	$	$
Jewell Hall	$	$	$

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: _____

Signature: _____

Printed Name: _____

PROPOSAL SUMMARY
PAGE 2

Proposal Contract Year 2:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$	$	$
Starks Hall	$	$	$
Public Health	$	$	$
TEROD Building	$	$	$
Central Services	$	$	$
Juvenile Transition Center	$	$	$
Veterans Building	$	$	$
Jewell Hall	$	$	$

Proposal Contract Year 3:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$	$	$
Starks Hall	$	$	$
Public Health	$	$	$
TEROD Building	$	$	$
Central Services	$	$	$
Juvenile Transition Center	$	$	$
Veterans Building	$	$	$
Jewell Hall	$	$	$

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: _____

Signature: _____

Printed Name: _____

PROPOSAL SUMMARY
PAGE 3

Proposal Contract Year 4:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$	$	$
Starks Hall	$	$	$
Public Health	$	$	$
TEROD Building	$	$	$
Central Services	$	$	$
Juvenile Transition Center	$	$	$
Veterans Building	$	$	$
Jewell Hall	$	$	$

Proposal Contract Year 5:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$	$	$
Starks Hall	$	$	$
Public Health	$	$	$
TEROD Building	$	$	$
Central Services	$	$	$
Juvenile Transition Center	$	$	$
Veterans Building	$	$	$
Jewell Hall	$	$	$

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: _____

Signature: _____

Printed Name: _____

INFORMATION FROM BIDDERS

In order to assist in evaluating bids for this job, it will be necessary to have the following information about your management plans for this job.

1. How many total employees work for the company? _____

2. How many cleaning service personnel are employed by the company? _____

3. How many of these employees are supervisors? _____

4. What is the average number of years' experience of the supervisors? _____

5. What is the average wage of employee who would work this job?

   $_____per hour

6. What is the average wage of the supervisors who would work this job?

   $_____per hour

7. How much would you expect to pay for cleaning supplies, equipment, rentals, and insurance?

   $_____per month

8. If you were awarded this contract, what percent of your total business would this represent?

   State as a percentage _____%

The above information is to be given in sufficient detail to show your ability to manage this contract work profitably for the expected life of such contract.

If you have not done business with the county before, at least not in the category of janitorial services, there will be a special evaluation.

Bidder list governmental contracts currently held within the past two years.

1._____

2._____

3. _____

BUILDING STAFFING

State the number of employees, supervisors and estimated time to complete daily cleaning responsibilities in hours for each building / location listed below. No substitution of form will be accepted.

Building / Complex	Number of Employees	Number of Supervisors	Estimated Time of Completion
Johnny O. Harris			
Starks Hall			
Public Health			
TEROD Building			
Central Services			
Juvenile Transition Center			
Veterans Building			
Jewell Hall			

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials

Company Name: _____

Printed Name: _____

Signature: _____

NOTE: Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to www.bidnetdirect.com/mitn/muskegon-county for Addenda

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact the Procurement Office at:

purchasing@co.muskegon.mi.us

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

Muskegon County Facilities Department
FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES

I. Purpose

It is the intention of the County of Muskegon to contract for the services of one or more qualified custodial service providers to provide cleaning/custodial services at various County Buildings and Sites. Solicitations for each professional service area have been grouped and will be advertised and reviewed according to their independent solicitation groups.

1. Michael E. Kobza Hall of Justice and Heritage Landing
2. HealthWest Sites
3. South Campus
4. MATS
5. Airport & CVB

The work covered in this this RFP includes the South Campus Sites in the table below with their respective addresses. This includes furnishing all labor, equipment, supplies and supervision necessary to provide janitorial services.

Site	Address
Johnny O. Harris	97 E. Apple Ave., Muskegon MI 49442
Starks Hall	133 E. Apple Ave., Muskegon MI 49442
Public Health	209 E. Apple Ave., Muskegon MI 49442
TEROD Building	173 E. Apple Ave., Muskegon MI 49442
Central Services	141 E. Apple Ave., Muskegon MI 49442
Juvenile Transition Center	205 E. Apple Ave., Muskegon MI 49442
Veterans Building	165 E. Apple Ave., Muskegon MI 49442
Jewell Hall	155 E. Apple Ave., Muskegon MI 49442

II. Recommended Site Visit / Meeting

A representative from the responders company is encouraged to attend the pre-bid meeting and site walk through. The recommended site visit has been scheduled for Tuesday, April 16, 2019 at 8:30 am at the Central Services Building Purchasing Office Conference Room (141 E Apple Ave. Muskegon, MI 49442).

III. Contractor Requirements / Qualifications

The successful Responder shall meet the requirements below in order to be considered for an award of Contract:

A. Enter inter a contract with and provide Insurance verification that is acceptable to the County of Muskegon.
B. Shall have the ability to obtain background investigations on their employees at no additional

cost to the County. All background investigations shall be submitted prior to commence of contract and as requested during the term of the Contract.

C. Must have at least three successful contracts performing services similar in nature and dollar value within the past three (3) years. References must be provided as confirmation.
D. Must have been in business under the same business name for a period of not less than three consecutive years.
E. Must demonstrate the capacity (employees, equipment, and supplies) to successfully perform under this contract.

IV. Scope of Services

A. GENERAL

It is the intention of the County of Muskegon, herein called the County, to contract for the services of one or more qualified custodial service provider to provide cleaning/custodial services at various County buildings. The Contractor shall employ trained, reliable, quality conscious custodians and supervisors.

It is the County's objective to obtain the full cleaning performance in accordance with the terms of the specifications and the quality of work requirements in this proposal. Clean and well-maintained buildings are the County's goals, and while deduction provisions for work omitted or improperly performed is designed to protect the County's interest, it is not ordinarily a desirable substitute for getting the job accomplished. The County is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made as stipulated.

The successful responder shall furnish and administer all supervision, labor and equipment.

Water and electricity shall be supplied by the County. Hand soap, toilet paper, paper towels, toilet seat protectors, urinal screens, and trash can liners shall be furnished by the County or as required for the satisfactory performance of work of this Contract.

It is intended that the services include all functions normally considered a part of workmanlike, satisfactory custodial maintenance whether or not they are specifically listed herein.

Services to be performed under this Contract shall be subject to inspection and approval by County representatives designated by the Director or his designated representative. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the County. Deductions will be an indication that work is not being performed per the Contract Specifications. The County reserves the right to terminate this Contract for non-performance at any time it feels such termination is warranted.

The County reserves the option to change required days or hours of service.

The Contractor shall provide and maintain a manual listing of all cleaning products to be used on this Contract, as well as, M.S.D.S. sheets for those products, sign-in sheets, timesheets, and work requirements for that location. M.S.D.S sheets shall be kept in the same location as the chemicals.

B. SAFETY

The Contractor shall take all necessary precautions for the safety of their employees performing the work under this Contract. The Contractor shall direct and properly maintain at all times, as required by job conditions and work progress, all necessary safeguards for the protection of the workmen and the public.

The contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) which affect custodial and housekeeping.

C. FIRE PROTECTION AND PREVENTION

The Contractor shall comply with fire protection measures as described in the all fire prevention Codes.

The Contractor shall not store combustible supplies of any kind in any County building. The Contractor shall consider contaminated buckets, mops, cloths, and brushes as potentially subject to spontaneous heating and shall not store such items in County buildings. All buckets shall be emptied and cleaned after each use and all used materials shall be thoroughly cleaned or properly bagged and removed from the premises.

D. MAINTENANCE

All items needing repair; such as burned out lights, loose railings, water leaks, plugged drains, etc., must be immediately reported by janitorial staff to the contract supervisor. Contract supervisor shall in turn report this to Muskegon County Facilities Management Department.

E. PROTECTION AND SECURITY OF COUNTY BUILDINGS AND PROPERTY

The Contractor shall assume full responsibility for any and all damage or claim for damage, injury to persons, property, and equipment that may result from any services performed under this Contract. The Contractor shall be held liable by the County for damages caused by its employees to any equipment, apparatus, or installed property in the County facilities in which work in performed in accordance with this RFP.

At no time will the Contractor block open exterior doors or impede the function of their latching.

The Contractor or their employees shall not grant access to the buildings to any persons who are not a member of their staff.

Keys/ID badges will be provided by the County as required for access to the building at time of assignment. The Contractor shall be responsible for the safekeeping of building keys. No additional keys will be furnished for locks. Keys are not to be duplicated. Lost keys must be reported to Muskegon County Facilities Management Department immediately. The Contractor shall be charged for any locksmithing services due to loss of keys/badges. Contractor shall be charged for replacement for loss of any ID badges.

All doors are to be locked once janitorial crews have completed their shift. Rule is if door was locked when entered then it must be locked after cleaning. All building exterior doors shall be locked upon completion of janitorial crew shift, regardless of whether the doors were locked or not at the beginning of the shift. All exterior doors shall be checked and verified whether used or not.

F. INSPECTIONS

The scope and requirements of the contract shall be reviewed on a monthly basis by the County's Housekeeping Supervisor to ensure contract compliance with all listed tasks and frequencies. Performance evaluations shall be performed in a period of 3 months and 6 months and at such time, if deficiencies have not been successfully and totally corrected to the satisfaction of Muskegon County, the vendor can be removed from the contract.

G. QUALITY CONTROL PLAN

Vendor shall submit a Quality Control Plan which shall incorporate the use of a check list that will be signed, dated and maintained at Muskegon County Facilities Management Office. Muskegon County reserves the right to modify proposed check list to accurately reflect work schedules and completed assignments. A draft quality control plan shall be submitted as part of the bid. The quality control plan shall be a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable and shall track employee performance and completed tasks.

Vendor shall submit a calendar/schedule of all special cleaning, monthly, quarterly and annual projects.

Vendor shall provide facilities that are uniformly clean and hygienic.

H. CORRECTIONS

If the Contractor is advised by Facilities Management, or designee, of an incomplete task, the deficiency shall be corrected by the Contractor's employees completing the task(s) in question within twenty-four (24) hours of the notification. Insufficient correction of problem or situation shall be grounds for a written warning. If, after written warning the problem or situation still exists or reoccurs, the County may elect to remedy the problem and back charge contractor the cost or may cancel the contract.

The contract may be canceled at any time for just cause without notice.

I. STORAGE SPACE, JANITOR'S CLOSET

Space available in the building will be assigned to the Contractor for the storage of bulk supplies and the equipment to be used in the performance of the work of the Contract. The Contractor's employees shall keep this space in a neat and orderly condition.

The Contractor shall be responsible for all spills caused by their employees. Spills caused by leaky trash bags or spills outside of janitor's closets shall be especially noted. When necessary, the Contractor shall be responsible for the cleanup of those spills and clean carpets in areas needed as a result of Contractor's employee negligence. If the Contractor does not correct the spill to the satisfaction of the County, the County reserves the right to hire another contractor to correct the spills. The cost to hire the additional contract will be deducted from the Contractor's monthly invoice.

J. CLEANING CHEMICAL PRODUCTS & SUPPLIES

The County requires that the Contractor uses good quality products. The products used under this Contract shall be approved prior to use during the Contract.

Contractor shall supply all equipment, cleaners, finishes, etc., for treatments of various types of materials/surfaces cleaned.

Contractor shall supply all Material Safety Data Sheets to Facilities Management and Public Health Department prior to use of any chemical product.

Contractor's staff shall employ all personal protective equipment (PPE) as recommended by the manufactures of cleaning products used for the safe completion of these cleaning specifications.

Contractor shall supply all general cleaning products including disinfectants, required to complete cleaning to specified level.

Contractor shall submit the type(s) of mops to be used. Contractor shall also submit the frequency/method of cleaning and or replacement of mops.

Contractor shall comply with the OSHA standard Blood Borne Pathogens as it pertains to training.

The County shall supply all paper toweling, toilet paper, trash liners, liquid hand soap, urinal screens and machine air freshener refills.

The contractor's primary responsibility is to protect County property at all times and to use only such materials and treatments as will enhance appearance of flooring, walls, paneling, etc.

The contractor shall submit a completed list by brand name and product number of all supplies to be used in fulfilling this contract prior to use. Right is reserved by the County to accept or reject these items. An acceptable substitute shall be immediately furnished for any rejected item. Preferences are made to environmentally friendly products (e.g., Green Seal-certified).

K. EQUIPMENT REQUIREMENTS

The contractor shall furnish all power equipment such as vacuum systems, and other equipment necessary to complete the required work tasks to the specified level. The Contractor shall not use any County equipment at any time.

The County shall designate an area when necessary for storage of contractor's equipment and supplies.

The Contractor shall be held solely responsible for all items stored on the premises.

The Contractor shall encourage staff to wear all protective equipment deemed necessary for the safe completion of the specifications within this RFP and according to the manufactures instructions for equipment used.

The Contractor shall provide floor vacuums compliant with the following minimum Specifications and provide the County with validation of compliance. The vacuum system's minimum requirements include filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Contractor shall comply with the manufacturer's specifications for filter bag replacement and follow the manufacturer's recommendation for filter change frequency. Vacuums shall be of brush/brush roller type. Brush/Beater bar rollers are prohibited.

The Contractor shall furnish supplies meeting the Specifications. These supplies and equipment include, but are not limited, to the following:

- Vacuum cleaners
- Floor buffing machines
- Clean, mop heads
- Brushes and rags
- Buckets
- Brooms
- Dusters

L. LABOR AND WAGE REQUIREMENTS

The Contractor is responsible for the payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, and any and all taxes relating to the personnel furnished under this Contract.

The Contractor is responsible for withholding State and Federal Income Taxes and F.I.C.A. Taxes shall also comply with all other laws relating to employees, such as wage and hourly laws, safety and health requirements, and collective bargaining laws.

M. BACKGROUND INVESTIGATIONS

Contractor will provide a multiple state criminal background check, employee's full name, date

of birth, social security number, and copy of valid driver's license or Michigan ID card. This information will be supplied to Facilities Management before contractor's employees can be placed on the job site of any County Facility.

The Contractor shall assume the cost and responsibility to have background checks done for each employee assigned to each facility.

The Contractor shall guarantee the County the performance of this investigation to include all employees, new employees, and replacement employees to be done prior to assignment of a building.

Fingerprinting of all management, supervision, and employees of contractor shall be done at Muskegon County Sheriff Department at contractor's cost. The County runs independent background checks on all potential employees of contractor based on fingerprints. The Muskegon County Courts system and/or the Prosecuting Attorney's office will make the final decision as to any potential employee eligibility to work within any Muskegon County facility.

Background checks shall be repeated for each employee assigned at the commencement of each Contract renewal period unless a new employee has been investigated within thirty (30) days prior to the end of the previous Contract period and is deemed acceptable. The County may require confirmation at any time during the Contract that all employees working at County locations have received favorable background investigations.

The Contractor shall not assign any individual convicted of the following offenses: Abduction, Homicide, Rape, Aggravated Assault, Assault with Intent to Murder, or Assault with Intent to Rob.

The Contractor shall not assign any individual convicted, or having uncompleted probation for the following offenses: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession or Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Robbery, Shoplifting, Distribution of a Controlled Substance, or Theft.

The Contractor may seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

N. CONDUCT OF WORK AND EMPLOYEES' RESPONSIBILITIES

For providing custodial services under this contract, the work week shall be as indicated on the Building Information Summary Chart. In buildings that require a five-day work week, the following holidays will be observed by the contractor:

1. New Year Day, January 1
2. Martin Luther King's Birthday
3. Presidents Day, February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, 1st Monday in September
7. Veteran's Day, November
8. Thanksgiving Day, 4th Thursday in November
9. Day after Thanksgiving, 4th Friday in November
10. Christmas Eve, December 24
11. Christmas Day, December 25

12. New Year's Eve, December 31

Any work necessary to be performed on Saturdays, Sundays or legal County holidays in areas scheduled for seven-day work weeks shall be performed **WITHOUT** additional expense to the County.

At no time during the course of cleaning activities, shall the Contractor leave lights turned on in non-common areas that are unoccupied upon their departure from the space. Non-common areas are defined as, but not limited to, individual offices, conference rooms, copy rooms, and storage rooms (interior walled offices or rooms that are specifically served by an individual light switch). As each room is completed, all lights shall be extinguished. Prior to leaving the building and/or completed section of building, it shall be the responsibility of the Contractor to close and lock all windows, extinguish all lights, except as otherwise directed and to securely fasten and/or lock all doors. Once trash has been disposed of in the dumpsters, employees shall ensure the gates to the containment area are closed and latched. Employees may be required to set alarms at some locations. This information shall be provided to the Contractor prior to commencing work.

The Contractor shall:
Each responder shall also provide a sample sign in sheet and timesheet. All samples should be submitted with the Response.

The Contractor shall require all their employees to wear a badge with photo identification and a uniform stating the company name as identification for admittance into the building and as means of identification during the time their employees are in the building. This is mandatory.

Assure that the Contractor's employees shall not disturb papers on desks, open drawers in any desks or other furniture, use County telephones or any other County equipment or appliances in the building (such as radios, coffee pots, microwave ovens, or televisions), or use equipment or appliances belonging to County employees.

The Contractor shall require their employees to comply with the instructions pertaining to conduct and building regulations. All employees shall sign in and sign out in the facility's security log book upon entering and leaving the building. Sign in and sign out shall be in accordance with the set schedule agreed upon by both the Contractor and the County. Copies of log in sheets shall be submitted with the Contractor's invoice.

The Contractor shall carefully screen, train, and supervise each employee providing services under this Contract. Employees shall comply with all requirements as stated in this solicitation.

The Contractor shall report promptly to the Director, or his designated representative, any building deficiencies such as leaky faucets, stopped toilets or drains, broken fixtures, or any unsafe conditions.

The County may require the dismissal of any employee who the County determines, at its sole discretion, as incompetent, careless, insubordinate, or who violates any governmental law, rule, or regulation in a County facility. Additionally, the County may require the reassignment of any employee whose continued employment is contrary to consistently good relationships with County staff. The County may require, at its sole discretion, reassignment and restricted access of any employee the County believes may be a security risk.

The County, at its discretion and authority, may require the departure from the premises of any employee(s) found to be noncompliant with uniform and badge requirements as set forth in this Contract.

The Contractor shall provide and update as necessary for the County 's on-site records an affirmation of background investigations performed and the employee(s)' acceptability for assignment to the work location. Background investigations of Contractor's employees may be verified by the County at any time during this Contract.

While performing services under this Contract, the Contractor's employees shall not use illegal drugs or alcohol, or be under the influence of illegal drugs or alcohol.

Conduct of Work Qualifications

- The Contractor shall assume all administrative and supervision responsibilities for own staff and ensure all work performed is of high quality in accordance with good practices, procedures, and industry standards. The Contractor shall conform to all Federal, State, and Local Laws and Governmental Regulations.

- The Contractor shall take all necessary precautions for the safety of the employees performing the work under this Contract. The Contractor shall direct and properly maintain at all times, as required by job conditions and work progress, all necessary safeguards for the protection of workmen and the public.

- The Contractor's employees shall not have family members or non-employees present at the assignment location.

- The Contractor's employees shall vacate the County premises promptly upon completion of the assignment.

- Employees of the contractor will eat and take work breaks in specific areas and will not be allowed to eat or take breaks in offices.

Supervision and Personnel

The contractor shall furnish all supervision, technical personnel and labor.

Competent supervision with the minimum of one supervisor is to be furnished by the contractor, and the County reserves the right to judge this supervision satisfactory or require replacement. Supervisor shall be able to communicate orally and fluently in English to Muskegon County staff and Facilities Management Housekeeping Supervisor.

Any contract personnel deemed unacceptable by Muskegon County shall be replaced within 24 hours.

It is the contract vendor's responsibility to familiarize itself and its crew as to the requirements of the contract and to perform all tasks in acceptable and timely manner. It is not Muskegon County's responsibility to remind the contract vendor of contract requirements.

All supervisors and service personnel assigned to work at Muskegon County Facilities shall be thoroughly trained and skilled in safe and proper housekeeping techniques and oriented to the building area, equipment and supplies used and methods applied prior to starting work at County facilities.

Sub-contracting Labor

No sub-contracting of labor is allowed.

O. PERSONNEL REQUIREMENTS

Contractor shall supply Facilities Management with current list of all employees that will perform work in Muskegon County facilities. The list shall be revised upon employee termination and hiring and revised at a minimum, quarterly or anytime employees are added, terminated or

reassigned.

Contractor shall have all service personnel supplied with company badges which shall include at a minimum, an employee name, employee firm, and employee photo. Badges shall be warned at all times that employees are working in/on county facilities. Contractor's employees shall also wear a company uniform at all times. The uniform may consist of a vest or tee shirt with company name and/or logo.

Contractor must be fully staffed on the first day of work under the contract with proper supervision.

P. WORK STANDARDS

The schedule of working hours for accomplishment of custodial services shall be subject to change by mutual agreement between the contractor and the County. Services shall commence no earlier than 5:30 pm and be completed by 11:00 pm, Monday through Friday at the South Campus. Special services can be performed on Saturday or Sunday with proper request and notice.

The Contractor shall perform each work task in accordance with the Standards listed below:

Maintain Carpeted Floors and Rugs

When maintaining carpets and rugs, the Contractor shall clean carpet, rugs, carpet runners, and carpet mats. The Contractor shall vacuum to remove most soil and surface dust. For spot cleaning, the Contractor shall use spot cleaning procedures such as bonnet cleaning and dry foam methods when these will thoroughly remove all streaks, stains, and spots. The Contractor shall clean spots as they are encountered and shall not wait for the County to point them out. When spot cleaning methods are not sufficient or appropriate, the water extraction method shall be used. In addition, the Contractor shall use the water extraction method after a carpet or rug has been dry foam cleaned three (3) consecutive times. Aluminum discs or stiff, heavy neutral color or white paperboard shall be placed under the legs of furniture or other equipment to avoid staining the carpet until the carpet is thoroughly dry. The Contractor shall remove all portable items (i.e. chairs, tables, and waste receptacles) before or during cleaning. The Contractor shall use anti-static chemicals in the complete process of cleaning carpets in rooms containing electronic equipment. All furnishings shall be replaced to their original position upon completion. All cleaning products shall be used pursuant to the manufacturers specifications.

Vacuuming

Prior to vacuuming, the Contractor shall broom or crevice all carpet edges not reachable by vacuum. Leave no dirt, dust, trash or foreign matter in corners, under wall registers, behind doors, under desk, tables, chairs or other furniture. Then the Contractor shall vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. Carpeted floors and rugs include floor runners, area rugs, carpet entrance mats, and installed carpet. When gum, tar, or other foreign substance is encountered, an appropriate gum remover or spot cleaning method shall be used. After they have been vacuumed, the carpeted floors and rugs shall be free of all detectable soil, embedded grit, litter, and spots.

Winter vacuuming of entrance mats and runners daily is required during or immediately after inclement weather. No salt crystals shall be visible on any floor surface.

Extraction

Water extraction cleaning of carpets consists of spot cleaning, vacuuming, operation of the water extraction equipment, and re-vacuuming of all carpet. Extraction shall be done using equipment, materials, and chemicals specifically designed for water extraction cleaning. The water extraction equipment shall be operated over the entire carpeted area. The instructions provided by the manufacturer of the equipment and the chemicals shall be followed. After operating the equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern that will give the carpet pile a uniform appearance. Upon completion of water extraction cleaning, carpets shall be free of litter, materials such as paper clips and staples, soil, streaks, stains, spots, and embedded dirt; the pile shall be uniform; all furnishings shall be returned to their original positions. Note that certain carpeted areas may require extraction more frequently than others due to different soiling rates, i.e. outside doorways require more extraction than office areas. The work shall be accomplished as directed by the County.

Non-Carpeted Floors

Sweep

The Contractor shall sweep all non-carpeted floors by removing all soil, including dust, dirt, litter, gum, tar, and other substances, from all non-carpeted floor surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. All floors, including areas beneath movable objects smaller than desks or filing cabinets, shall be swept. There should be no dirt or debris left in corners, under desk, chairs, tables, other furniture, behind doors, on stairs or landing. The entire floor surface, including in corners and around wall projections, shall be left clean and free of all soil, streaks, footprints, and spots caused by spills. Leave no dirt where the sweepings were picked up.

All floor boards shall be wiped off and free of dust.

Dust Mop

The Successful Bidder(s) shall dust mop all non-carpeted floors except stair steps and landings and other unsealed concrete floors or stone floors. The Successful Bidder(s) shall return to original positions all furniture and equipment moved during sweeping.

Machine Scrub

The Contractor shall machine scrub floor surfaces that have soiling which cannot be removed through wet mopping. The Successful Bidder(s) shall machine scrub floors, when required, using a neutral cleaner. Apply an appropriate cleaning solution to all areas of the floor. Allow this solution to remain on the floor for three (3) or four (4) minutes. Operate a floor machine over all accessible floor areas and areas that can be reached by moving furnishings. Manually scrub areas that are inaccessible with the machine. Remove the solution from the floor and rinse well with water. Care shall be taken not to leave water or scrubbing solution on the floors longer than necessary to complete the cleaning. Dirty water shall be picked up and the floor shall be rinsed clean until it is free of all solution. Wet Floor signs shall be placed on the floor around the wet area to alert any person in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue. In the event machine scrubbing is required.

Scrubbing Tile Floors

Scrubbing of tile floors shall be with a power scrubber walk behind or swing machine. All floors shall be swept and free of dirt prior to scrubbing and floor board and partitions of walls meeting floor area shall be washed off with same cleaning agent. Prior to scrubbing

and buffing, heel marks and other marks shall be removed. The floor surface shall be wet mopped and rinsed. The floor finish in the spray buff chemical shall be the same type as that already on the floor. After buffing, the floor shall be swept with a treated cotton mop. For difficult or stubborn areas, a small floor machine shall be used or the surface worked by hand. Chairs and other readily moveable items shall be moved. All spray buff solution shall be removed from baseboards and furniture. Upon completion of spray buffing, the entire floor shall have a uniform coating of floor finish and uniform, glossy appearance, be free of scuffmarks, heel marks, and stains, and all furnishings shall be replaced in their original positions.

Strip/Seal/Wax

The Contractor shall completely strip, seal, and wax the floors when the floor becomes dull or unsightly. Stripping is the complete removal, without damage to the floor surface, of all finish and sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of all non-fixed furnishings. Stripping also includes the complete removal of all marks, cuffs, and stains. The Contractor's stripping chemicals shall comply with the Specifications for the type of finish and sealer being stripped, and shall be in accordance with the manufacturer's directions. All floor surfaces to which stripper has been applied shall be thoroughly rinsed with clean water. If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice. No stripping solution shall remain on baseboards, cove moldings, doors, or other non-floor surfaces. The Contractor shall strip the floor with an auto scrubber and stripper. A finish shall be used on all floor coverings cleaned according to Specifications. Non-slip properties of the floor finish are especially important in stairwell areas. The wax shall be applied to the floor surfaces with a clean cotton mop only after the floor surfaces have been thoroughly cleaned by mopping, scrubbing, or stripping. An application of three (3) coats of wax and sealer shall be required. The application of excessive amounts of wax shall be avoided and excessive buildup of wax shall not be permitted. Sufficient wax shall be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance. After the finish has dried, the reflectance shall be uniform with no streaks or swirls visible. When inspection shows a buildup of wax or other deposits of foreign materials, or wax over dirt, the Contractor shall strip the surface clean and apply new wax. When inspection shows a wax buildup in corners, edges, or flashed on cove moldings or stainless steel kick plates, the Contractor shall remove the wax buildup. All furnishings shall be replaced to original positions. In the event floor stripping, sealing, and waxing is requested, the work shall be performed on a weekend.

Damp Mop Non-Carpeted Floors

The Contractor shall damp mop non-carpeted floors by applying a wetting solution containing appropriate cleaning agent or disinfectant to loosen and suspend soil, removing the soil, and rinsing the floor surface. Before mopping, the Contractor shall sweep the entire floor surface and move all furniture smaller than desks or filing cabinets. The Contractor shall remove all soil and stains from the entire area including stairs. Restrooms, kitchens, and coffee rooms shall be damp mopped with germicidal detergent solution. Upon completion of wet mopping, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, or baseboards; nor mop strands remaining in the area. All furnishings shall be replaced to original positions.

Building Surfaces Maintenance

Building surfaces include interior and exterior glass doors, hardware, walls, partitions, trim, handrails, stair rails, balusters, baseboards, frames, windowsills, ledges, mirrors, grills, restroom fixtures, and other horizontal surfaces.

General Cleaning

The Contractor shall thoroughly clean, sanitize, and polish areas within designated facilities, including all washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, furniture, fixtures, and appliances. The Contractor shall employ appropriate cleaning techniques and use commercial- grade products and equipment to ensure a first-class professionally maintained appearance. The Contractor shall use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains. The Contractor shall clean Plexiglas faces with a soft cloth and an appropriate cleaning agent, using no water or detergents. Upon completion of general cleaning, all surfaces shall be free from soil, smudges, fingerprints, gum, marks, or streaks. General cleaning is not spot cleaning; rather, total surface areas within a building shall be cleaned.

Cleaning/Disinfecting

Properly cleaned and disinfected doors, walls, partitions, trim, baseboards, handrails/stair rails, frames, windowsills, ledges, and horizontal surfaces including their component parts, shall be clean and free from all dirt, dust, film, streaks, smudges, lint, and cobwebs. Restroom/locker room wainscots, stall partitions, doors, and walls shall be free from stains, graffiti, spots, streaks, and cobwebs. Items that state, "disinfect" are considered disinfected when the Contractor uses a liquid or spray product identified as a disinfectant and applies the product in accordance with the manufacturer's instructions, using a clean sponge, wash cloth, or disposable wipe.

Cleaning/Disinfecting Sinks, Commodes, Urinals

Properly cleaned and disinfected washbasins and sinks shall be free from streaks, stains, scale, scum, soap deposits, and odors. Plumbing pipes, fixtures, faucets, and metal ware shall be clean and bright and free of dirt, dust, and deposits.

Damp Wiping and Scrubbing

A surface adequately damp wiped is free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and debris.

This task consist of using a clean damp cloth or sponge to remove all dirt spots, dust and streaks from walls, glass, switch plates, door kick plates, door jambs, elevator tracks, the side face of drinking fountains, doors, all surfaces of wall ventilating units, window sills and other specified surfaces and then drying to a polished appearance when appropriate. Do not leave streaks on surface.

The wetting solution shall contain an appropriate cleaning agent. When damp wiping drinking fountains, and in bathrooms and specified areas in clinics where patients receive services, use a disinfectant and/or deodorizer when appropriate.

Metal Cleaning and Polishing

A properly cleaned and polished metal surface shall be clean and bright and without deposits or tarnish. Metal cleaner shall be quickly removed from adjacent surfaces. Metal cleaner and polish shall be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors.

Spot Cleaning

A smaller surface area within a total surface area is adequately spot-cleaned when it is free of all stains and deposits and is substantially free of cleaning marks.

Dust

Dust includes all surfaces up to and including six (6) feet from the top of the floor surface. The Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from the height of six (6) feet and below to the floor surface. This includes, but is not limited to the structure, furniture, and equipment surfaces, horizontal, vertical and under surfaces, corners, crevices, moldings, and ledges. In the process of dusting a desk, items on top of the desk such as letters, forms, literature, etc., shall not be disturbed. Additionally, telephones must be lifted and dusted under. Upon completion of dusting, all surfaces five (5) feet from the top of the floor surface and below shall be uniformly clean and free of dust, dry soil, lint, litter, and cobwebs.

Removing dust and dirt shall be accomplished by the most effective means appropriate – treated dusting cloths or vacuuming tools. Leave no dust streaks or oil spots or smudges on dusted surfaces.

- High Dusting

  The Successful Bidder shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from all surfaces including vents above floor level. Ceiling vents shall be thoroughly dust-free. After high dusting, surfaces shall be uniformly clean. Included in high dusting, but not limited to, are light fixtures, globes, shades, plastic type panels, blinds, and ceiling surfaces.

Windows, Glass and Mirror Cleaning

Glass surfaces include windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors. Glass and mirrors are properly cleaned when all accessible surfaces are without streaks, film, smudges, deposits, and stains and have a uniformly bright appearance and adjacent surfaces have been wiped clean. Frames, casings, sills, and ledges shall be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks shall be removed from all adjacent surfaces such as walls, frames, casing, and trim.

Cleaning shall be completed by using a wetting solution containing an appropriate cleaning agent. Clean window using sponge or soft cloth and/or squeegee tool. Dry each surface cleaned in this matter.

All glass surfaces shall be cleaned on both sides; this includes, but is not limited to, the lobby windows, glass cabinet doors and glass panels in the office and passageway doors. All entrance glass shall be cleaned on a nightly basis.

Blinds

The Contractor shall clean blinds, including tapes and cords, to remove all dust, stains, soil, and smudges. Care shall be taken to prevent staining tapes or cords during the cleaning operations. Blinds removed for cleaning shall be replaced immediately upon completion of the cleaning operations; they shall never remain down for more than 48 hours. Upon completion of cleaning blinds, the blinds, tapes, and cords shall be free of dust, stains, soil, and smudges and blinds shall be placed back into the locations from which they were removed.

Polish Metal

The Contractor shall remove tarnish, clean, and polish: brass, stainless steel, and

nonferrous metal push plates, kick plates, door hardware, nameplates, protective and ornamental plates and flanges, railings, furniture, fixtures, and similar items. Metal polish shall be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors. Upon completion of polishing metal, all metal surfaces shall be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and they shall be clean and bright.

Remove Waste

The South Campus is included in an Internal Recycling Initiative: therefore, County employees' receptacles shall NOT be empties by cleaning staff. Rather, the County employees will dispose of their own waste and recycling into the centralized Recycle Stations located throughout the South Campus. Cleaning staff shall empty and wipe the "Landfill Only" bins (Recycle Stations) on a daily basis and replace with a black liner. The "Plastic/Aluminum" and "Paper/Paperboard" (Recycle Stations) shall be wiped and checked daily, emptied when half full, and replaced with a clear liner. Waste collected in black liners, all common areas, break rooms and restrooms receptacles shall be emptied on a daily basis and placed into the trash dumpster. All recycling collected from the Recycling Stations shall be collected in clear liners. The clear liners will be emptied at the centralized Recycle Station and the contents only placed into the recycle dumpsters. The empty clear liner will be disposed separately in the "Landfill Only" bin. Five (5) liners for County employees' receptacles shall be placed on the desk of each County employee the last Monday of each month.

All receptacles in conference rooms, break rooms, and restrooms shall be wiped and emptied and liners replaced on a daily basis.

Note: It is required that janitorial staff wear rubber gloves while emptying waste. The Contractor shall clean up any spill or litter generated by the Contractor's work operations. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers shall be free of trash, spills, foreign substance.

Waste Disposal

Rubbish removal from a central location is the County's responsibility. Contractor shall bag all waste material and place inside trash container. Recycle containers are to be emptied and recycled material to be placed in clear bags and placed in recycling container. Cardboard shall be broken flat and placed loose in the recycling container. Trash/recycling procedures policies shall be strictly followed and enforced.

Clean Ash Receptacles

Sand urns and other ash receptacles shall be emptied and wiped clean. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Contractor shall replace discarded sand. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean, without spots, streaks, or smoking material residue; sand urns shall be clean and free of smoking material, and filled with clean sand. Although the facilities for which the Contractor provide custodial services have been designated "non-smoking" facilities, ash receptacles are provided at building entrances to provide a means for smokers to discard smoking products before entering.

Restrooms

A properly cleaned restroom is uniformly clean and sanitized with no streaks, smudges, deposits, or stains (includes locker rooms and showers where present). A properly cleaned restroom includes service to the following items:

- General Clean
- Remove trash
- Clean mirrors
- Sweep non-carpeted floors
- Wet mop non-carpet floors with a germicidal detergent
- Machine scrub floors that cannot be completely cleaned by wet mopping a germicidal detergent
- Spot Mop
- Fill towel, toilet paper and toilet seat protector dispensers.
- Clean and disinfect all surfaces of fixtures and toilet and bath accessories. Change urinal screens per schedule.
- Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall- mounted lavatories, urinals, and toilets. Cleaning shall include wall tiles requiring the grout to be scrubbed as needed to remain clean per schedule.
- Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, baby changing stations, showers, showerheads, dispensers, soap dishes, and other such surfaces. Note – showers and showerheads may not be a requirement at all locations
- Damp clean and disinfect all surfaces of shower curtains and doors. Note – not all locations have shower facilities.
- Damp clean and disinfect all exterior surfaces of lockers.
- Flush cleaning chemicals through the traps weekly to reduce accumulation of scale.
- Clean and disinfect interior and exterior surfaces of sanitary napkin receptacles, and replace wax bag liner with a new liner.
- Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water
- Clean wall and ceiling vents and air-intakes, removing lint and dust

Special Restroom Cleaning Requirements

The Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of restrooms except mirrors. Contractor shall de-scale toilet bowls and urinals. After de-scaling, the entire surface shall be free of streaks, stains, scale, scum, detergent residue, mineral deposits, and stains. Acid type bowl cleaner shall not be used on floors, walls, or any surfaces other than inside toilet bowls and urinals. Trash shall be removed; all surfaces of restrooms shall be disinfected and there shall be no

streaks, stains, marks, detergent residue, dirt accumulations, mold, fungus, mineral deposits, or soiling on any surface; and dispensers shall be filled.

Clean and Fill Dispensers

Clean and disinfect, then fill towel, toilet paper, and seat protectors upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with quaternary ammonium germicidal detergent, and filled.

Kitchens and Break Rooms

A properly cleaned kitchen or break room is uniformly clean and disinfected as specified below. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms:

- General Clean
- Remove trash
- Vacuum rug and carpeted floors
- Sweep non-carpeted floors
- Clean drinking fountain
- Spot Mop
- Wet mop non-carpeted floors with a germicidal detergent
- Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent
- Fill towel and soap dispensers
- Clean and disinfect all surfaces of fixtures and accessories
- Flush cleaning chemicals through the traps weekly to reduce accumulation of scale

Disinfecting

Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of kitchens and coffee rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and break rooms, trash shall have been removed; all surfaces shall be disinfected and there shall be no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and disinfect all porcelain and metal surfaces including the orifice and drain. The Contractor shall remove soil and dust from air vents. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be cleaned,

disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris.

Entrances, Entrance Foyers and Atriums

Steps and risers of entrances shall be cleaned and policed for the removal of dirt, mud, trash, and litter. The Contractor shall also clean surfaces under mats. All glass doors and glass panels adjacent to glass doors shall be cleaned. Upon completion of cleaning entrances, all entrance surfaces and entrance mats shall be clean and free of any soil, streaks, and debris, and mats shall be replaced to their original positions.

Custodial Storage Space and Storerooms

The Contractor shall clean custodial storage spaces to the same standards as described in Section 3.10. In addition, the Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing. The Contractor shall store these supplies and any Contractor's furnished items in an orderly and safe manner, insuring proper ventilation of cleaning materials. Upon completion of cleaning and restocking custodial storage spaces, all storage space surfaces shall have been disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces shall be adequately stocked with supplies.

Elevator

A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. The Contractor shall perform the following items in order to complete cleaning and servicing elevators:

- Pick up any trash, food, or debris dropped on floors
- Spot clean spills using appropriate techniques
- Spot clean fingerprints from stainless steel fascia in the elevator landings
- Vacuum/Mop floors to remove dirt and stains
- Remove gum from floors
- Clean walls, car stations, push buttons, kick panels
- Clean door tracks with scrub brush or vacuum cleaner
- Clean stainless steel elevator walls and door sills with clean white cloth
- Spot clean and polish to remove marks and smudges by using a small amount of stainless cleaner
- Clean all stainless steel fascia in the elevator lobby
- Polish stainless steel surfaces

V. CONTRACTOR'S DEFAULT

The prepared contract shall contain sections relating to contractor's default and the resultant compensation due to Muskegon County.

The first relates to when and if the contractor does not begin providing janitorial services on the scheduled date as defined in signed contract.

> "If the contractor does not begin providing janitorial services on the scheduled date as defined in signed contract, this shall be considered default. The County may terminate the contract for default [breach or cause]".

The second relates to when and if the contractor violates the contract.

> "The contractor's work performance will be continuously evaluated by the contract administrator."
>
> "The contract administrator shall notify the contractor in writing of problems or deviations from previously agreed upon job performance standards."
>
> "It shall be the duty of the contractor to take whatever steps may be necessary to remedy the cause of the complaint."
>
> "If the contractor allows several examples of the same type of offense to occur or does not correct a given offense after being given a written notice for the same by definition, this shall be considered default. The County may terminate the contract for default [breach or cause]".

The third relates to when and if the contractor is unable to perform the janitorial services or fails to perform in the manner defined in the contract for a period of time of five (5) consecutive scheduled working days."

> "After written notice to contractor, the County may take over (the janitorial services) and operate any or all of the contractor's equipment used in the performance of this agreement."
>
> "Any and all operating expenses incurred by the County in so doing may be deducted by it from compensation due (to the contractor)."
>
> "Any alarm trigger by the contractor's employees charged to the County by the City Police or Fire departments shall be charged to the contractor and deducted from payment due."

VI. SUBMITTAL CRITERIA

In responding to the "Request for Proposal" the following shall be included as a minimum:

1. The qualifications of the Proposer's firm or individuals to undertake the scope of work specified herein, including the name(s) and qualifications.
2. A narrative describing the program proposed and the manner in which custodial services will be provided. The narrative shall include but not necessarily limited to:
   a. Goals and objectives of the program
   b. Ways of measuring program success
   c. Staffing requirements and method of verifying employee background checks
   d. Equipment and Supplies to be utilized including current supplier list and Material Safety Data sheets
   e. A copy of the Contractor's Employee Handbook identifying items below:
      i. Safety measures and procedures for using chemicals
      ii. Safety measures and procedures for using various equipment
      iii. Policy for storing chemicals
      iv. Policy regarding building Protection and Security of Sites
   f. A written Quality Control Plan
   g. Required Forms
      i. Proposal Certification/Non-Collusion Affirmation
      ii. Minority Vendor Certifications
      iii. Information from Bidders
      iv. Building Staffing

v. Addenda Acknowledgement
vi. References/Work Experience
vii. Certificate Regarding Debarment
viii. Non-Discrimination Statement
ix. W-9 Form

h. In a separate sealed envelope: Proposal Summary

VII. SELECTION PROCESS

This document is a Request for Proposals. It differs from a Request for Bid in that the County is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation.

Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, references, capacity and methodology may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the County. Those criteria that will be used and considered in evaluation for wared are set forth in this document. The County will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

The County will thoroughly review all proposals received. After an initial review of all proposals, a select few proposals will receive further consideration at the sole discretion of the County.

Do not assume the County has any knowledge about your organization and the services you have to offer, nor should you assume the County will conduct any preliminary research into your organization. It is the proposers responsibility to completely and thoroughly document their proposals.

VIII. SELECTION CRITERIA

Responsive proposals will be evaluated on and chosen on the basis of the apparent greatest benefit to the County, including, in order of importance:

1. Understanding of the County's needs and Methodology/Work Plan

2. Experience and qualifications

3. Capacity to perform the work

4. References and past performance

5. Cost / Fees for services rendered

BUILDING SPECIFICATIONS

X= Bidding Tasks for All Sites

Task		Daily	3x / Week	Monthly	Quarterly
Office areas					
Empty receptacles & replace needed liners in Veterans Center and Juvenile Transition Center			X		
Place 5 waste basket liners on each desk on the last Monday of the month in buildings denoted with an "*" below				X	
Dust mop & mop all resilient floors			X		
Vacuum all carpet			X		
Spray & blot any carpet spots		X			
Dust windows & door ledges, pictures, signage and tables, etc.			X		
Stairways sweep & mop			X		
Break rooms and break areas, Common areas, Public areas, Entrances, Meeting rooms, Restrooms, All lobby areas, Waiting areas, Mental Health and Public Health exam & waiting areas					
Empty waste baskets & replace needed liners		X			
Empty & wipe trash section of Recycling Stations & replace with black liners		X			
Empty & wipe recycle sections of Recycling Stations & replace with clear liners when half full		X			
Remove all trash and recycling to designated area		X			
Refill all dispensers (public and private restrooms)		X			
Dust mop & mop resilient floors and cork floors		X			
Vacuum all carpet		X			
Spray and blot any carpet spots		X			
Clean & sanitize drinking fountains		X			

Task		Daily	3x/Week	Monthly	Quarterly
Clean & sanitize counter tops, sinks and touched areas		X			
Dust windows & door ledges, pictures, signage and tables, etc.		X			
Straighten furniture		X			
Turn off lights & set alarms		X			
Insure all doors that need securing are locked. Set alarms as necessary		X			
Complete instructed shut down of heating & cooling equipment		X			
Squeegee clean interior & exterior glass windows, doors, and sidelights		X			
Clean all gum on all carpets and floors		X			
Report required repairs to Facilities Management		X			
Complete and submit quality assurance checklist (all areas)		X			
Dust all flat surfaces			X		
Elevators cleaning of walls, floors, doors and door tracks			X		
Monthly All Areas					
Vacuum or brush fabric chairs				X	
Wipe clean vinyl furniture				X	
Dust / vacuum vents, baseboards, curtains & blinds				X	
Wash doors, door frames and spot clean walls				X	
Clean all entrance runners owned by Muskegon County				X	
Inclement weather all entrance runners must be cleaned of salt residue daily		X			

Task		Daily	3x / Week	Monthly	Quarterly
Daily Restrooms					
Clean & sanitize all fixtures with proper germicidal solution		X			
Clean all mirrors & chrome		X			
Clean & sanitize all counters, dispensers, shelves, baby changers & grab bars		X			
Clean all switch plates & door chrome of fingerprints, splatters & smudges		X			
Refill dispensers & check for proper operation		X			
Sweep & mop floor with germicidal solution		X			
Empty waste baskets & replace liners		X			
Flush floor drains		X			
Monthly Restrooms					
Clean all partitions, doors & door frames				X	
Machine scrub floors with sanitizer				X	
Dust grills, ledges & vents				X	
Change urinal screens				X	
Clean all interior office glass that is accessible				X	

Quarterly Specifications
First quarter work must be totally completed by the third month of contract start, the second quarter work must be totally completed by the sixth month of contract, the third quarter work must be totally completed by the ninth month of contact and the fourth quarter work totally completed by the twelfth month of contract. Lift and replace runners during waxing.

Annual Specifications
Work must be totally completed within sixty days from start of contract.

All buildings will be serviced between the hours specified in section IV. P. Work Standards. Other times for cleaning shall be arranged with and approved by the Muskegon County Facilities Management Department prior to starting.

BUILDING LOCATION & INFORMATION

Note: Calculations are used for bidding purposes only.
Actual measurements should be taken by the vendor.

Facility	Address	Est. Cleanable Sq. Ft	Gross Sq. Ft.	Carpet Sq. Ft.	Tile Sq. Ft.	Type
Facility	**Address**	**Est. Cleanable Sq. Ft**	**Gross Sq. Ft.**	**Carpet Sq. Ft.**	**Tile Sq. Ft.**	**Type**
Jewell Hall*	155 E. Apple Ave. Muskegon, MI 49442	10,010	15,015	5,360 2 floors	2,730 2 floors	ceramic & vinyl
Central Services*	141 E. Apple Ave. Muskegon, MI 49442	11,767	14,000	9,610 2 floors	2,157	quarry ceramic/vinyl
Juvenile Transition Center	205 E. Apple Ave. Muskegon, MI 49442	3975	22,795			
Stark Hall*	131East Apple Ave. Muskegon, MI 49442	17,823	26,447	13,406 4 floors	4,417 4 floors	ceramic vinyl
Johnny O. Harris*	97 East Apple Ave. Muskegon, MI 49442	11,681	15,294	6,448	5,233	ceramic vinyl
Public Health*	209East Apple Ave. Muskegon, MI 49442	12,553	18,357	11,994	635	ceramic vinyl
TEROD Building*	173 E. Apple Ave. Muskegon, MI 49442	12,937	14,500	11,994	920	quarry/ceramic/ vinyl
Veterans Building	165 E Apple Ave. Muskegon, MI 49442	8236	12,345			

* Denotes facilities currently included in the Internal Recycling Initiative.

REFERENCES/WORK EXPERIENCE

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed. The County reserves the right to conduct a site visit to a building currently being cleaned by the contractor.

1. Company Name: _____

   Street Address: _____

   City/State/Zip Code: _____

   Contact Person: _____

   Telephone No.: _____

   Email Address: _____

2. Company Name: _____

   Street Address: _____

   City/State/Zip Code: _____

   Contact Person: _____

   Telephone No.: _____

   Email Address: _____

3. Company Name: _____

   Street Address: _____

   City/State/Zip Code: _____

   Contact Person: _____

   Telephone No.: _____

   Email Address: _____

COUNTY OF MUSKEGON
CERT. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
   A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
   B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
   C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

_____
Name/Title of Authorized Representative Name of Participant Agency or Firm

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

COUNTY OF MUSKEGON
NON-DISCRIMINATION STATEMENT

Contractor Name: _____

Project Name: Custodial & Cleaning Services at South Campus Sites

Project #: 19-2324

The responder's signature indicates that respondent agrees that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this responder.

Responder further agrees that every subcontract entered into for the performance of this contract will contain a provision prohibiting discrimination against minority, women and handicapper owned businesses in subcontracting, and making discrimination a material breach of contract.

_____ _____
Authorized Signature Date

Note: Failure to submit the signed statement as part of the proposal will be cause for rejection of the proposal.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▸ **Date** ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NO PROPOSAL RESPONSE FORM

Muskegon County Procurement Office
Central Services Building, 2nd Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
purchasing@co.muskegon.mi.us
Fax (231) 724-3337

We would appreciate you completing this form if you do not intend to respond to this request.

Proposal No: 19-2324 **Name:** Custodial & Cleaning Services at South Campus Sites **Due Date:** _____

	Response
1. Specifications are too tight, i.e., geared toward one (1) brand or Manufacturer only (explain below).	_____
2. Specifications are unclear (explain below).	_____
3. We are unable to meet specifications.	_____
4. Insufficient time to respond.	_____
5. Our schedule would not permit us to perform within the required time.	_____
6. We are unable to meet bond requirements.	_____
7. We are unable to meet insurance requirements.	_____
8. We do not offer this product or service.	_____
9. Other (explain below).	_____

REMARKS:

_____

_____

_____

_____

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

PROPOSAL CONDITIONS/INSTRUCTIONS TO RESPONDERS

These conditions are an integral part of the request for proposals and the vendor must comply with them.

1. Proposal Submittals
   Responder must submit proposals on these forms as requested. Proposals may be submitted electronically or at the Bid Net site. Respondents are requested to submit two (2) sealed documents. The first document labeled "Original Proposal Response" and the second labeled "Original Pricing Response".

   Each document should have the following contents inside:

   Original Proposal Response Contents include:
   - 2 Copies of the Proposal labeled "Original" (No Pricing Included)
   - Any samples or brochures

   Original Pricing Response Contents include:
   - 1 Copy of the Pricing labeled "Original"
   - (For Physical Submittals Only) 1 Digital Copy of the Proposal & Pricing saved as separate files in PDF Format. If no digital file is available, a second hard copy can be provided. Please label the second hard copy as "COPY". Professional binding not preferred.

   For electronic submission, proposals may be submitted at the Bid Net site only. Proposal offers sent by other electronic devices are NOT acceptable and will be rejected upon receipt.

   For physical submittal, the proposal must be sealed. The responder must clearly write the bid name and number on the outside of the envelope along with the responder's business name. Sample labels are provided in the solicitation packet for the respondent's convenience.

   Respondents will be expected to allow adequate time for delivery regardless of the submission method chosen (e.g. postal service, or upload time).

2. Invoices and Payment Terms
   Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than fifteen (15) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

3. Specifications Inquires / Proposal Procedure Inquires
   The sole point of contact concerning the Request for Proposal (RFP) is the Muskegon County Procurement Office at purchasing@co.muskegon.mi.us.

   Contacting any other personnel, agent, consultant or representative may result in disqualification.

   Questions must be emailed to purchasing@co.muskegon.mi.us no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on www.bidnetdirect.com.

4. Response Preparation.
   Responders must follow the instructions and provide a complete response to all specifications. Responder should include its company name in the header of all response documents.

5. Recommended Site Visit/Meetings
A representative from the responder's company is encouraged to attend the recommended site visit / meeting. This is not a mandatory meeting and therefore failure to attend the site visit/ meeting will not result in the respondent being disqualified from bidding. Bidders in attendance will be provided the opportunity to view the site and ask questions.

6. Clarification Request
If the County determines, after the deadline to submit proposals, that a responder's proposal is not clear, the County reserves the right to issue a request ('Clarification Request") to a responder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

7. Reservations
The County reserves the right to discontinue the RFP process at any time for sound, documentable business reasons. The issuance of an RFP, your preparation and submission of a proposal and the County's subsequent receipt and evaluation of your proposal does not commit the County to award a contract to you or anyone, even if all the requirements in the RFP are met.

8. Award
The award of a County contract will be made to the responsive and responsible responder who offers the best value to the County. The following criteria may be considered by the County in selecting the best value: a) Ability to perform the service required within the specified time; b) Conformance to specifications; c) The quality of the performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) respondent references.

9. Vendor/Respondent Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1
The vendor must contact the Director of Finance/Assistant County Administrator within seven (7) days of the incident about which he or she has a complaint. The Director of Finance/Assistant County Administrator will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2
If the vendor is dissatisfied with the Director of Finance/Assistant County Administrator's reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.

10. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a responder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A responder's designation of material as confidential will not necessarily be conclusive, and the responder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

11. Rights to Information Contained in Proposals
All Proposals will be considered the property of Muskegon County.

12. Vendor Samples, Brochures and Literature
Include brochures, literatures and samples if available. Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's

expense. Samples of selected items may be retained for comparison purposes.

13. Insurance Requirements
The vendor should enclose with his or her proposal an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this proposal. This must be furnished before the awarding of the proposal and before the signing of any County/vendor agreements and/or work performed by the vendor.

14. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action, as it deems necessary in the best interest of the County of Muskegon.

15. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposals and disputer about proposals. Lack of knowledge by a vendor about applicable law is not a defense.

16. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.

17. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

18. Entire Agreement
The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppels.

19. Responder/Offeror Representation
Each responder/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this Request for Proposal.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

20. Subcontracting
No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

21. Assignment
Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

22. Civil Rights

A. The vendor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this vendor.

   Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The vendor shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

B. The vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.

C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

23. Alternates & Deviations
Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance/Assistant County Administrator or their authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

24. Michigan Iran Economic Sanctions Act, 2012 P.A. 517
Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

25. Responder Arrears
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, responders/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

26. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance/Assistant County

Administrator as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

27. Proposal Opening
Proposals will be opened and read publicly in the Muskegon County Accounts Payable Office, Central Services Building, 2nd Floor, 141 E. Apple Avenue, East Entrance, Muskegon, Michigan per the date and time listed on the cover page.

28. Telegraphic/Electronic Proposal Submittal
Proposers that desire to submit a proposal electronically must submit through the Bid Net site at www.bidnetdirect.com/mitn/muskegon-county. All other methods of telegraphic and or proposal offers sent by electronic devices (e.g. facsimile machines or electronic mail) are ***NOT*** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

29. Proposal Changes
No late proposals will be accepted. Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

30. Purchase Order
A purchase order will be issued to the successful vendor after the proposal has been awarded. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued.

31. Accelerated Pay Discounts
Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment within thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

32. Proposal Results
Responders who submitted a proposal and who wish to know the results after the award may visit the Bid Net Direct web site at www.bidnetdirect.com/mitn/muskegon-county.

33. Taxes
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Sales Tax Exemption Certificates for the County will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax free, or tax reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for responder viewing upon request at www.co.muskegon.mi.us/financeandmgt/pur_forms.htm . The County's Federal ID # 38-6006063.

34. For the benefit of brevity, when the pronouns "he" or "his"/"she" or "her" are used, it is not intended to denote the gender of any person.

35. Exceptions
The responder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. ***Failure to furnish the statement will mean***

that the responder agrees to meet all requirements of the terms, conditions and specifications.

36. Brand Names
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The responder may offer any equivalent product, which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If responder fails to name a substitute, goods identical to the specified standard must be furnished.

37. Ownership and Use of Documents
    a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.

    b. The vendor will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.

38. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount, which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits, which may have been earned up to the date of termination.

39. Termination for Default
Muskegon County may terminate a solicitation or contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County does not pay for cost associated with the solicitation process. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount, which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits, which may have been earned up to the date of termination.

40. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

41. Rights and Remedies of County for Default
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the

County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

42. Avoidance of Conflict of Interest and Confidentiality
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

    a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.

    b. Contractor will not undertake a specific activity, which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.

    c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

43. Proposal conditions/instructions to responder, specifications/requirements may become part of a contract for this product/service.

44. Debarment
If a responder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits your firm from participating in any procurement, the responder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

45. Responder Registration
Vendor registration, as well as the request for proposal materials, is available on the Michigan Intergovernmental Trade Network's (MITN) web site at www.bidnetdirect.com/mitn/muskegon-county.

46. Cooperative Bidding
Various municipalities (consisting of the County, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the bid extend to members of the group the same prices proposed in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.

47. Proposal Award/Contract Renewal Option
The proposal award/contract is for a five (5) year agreement between both parties.

COUNTY OF MUSKEGON
INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, 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.

3. **Automobile Liability**, including Michigan No-Fault Coverages, 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.

4. **Additional Insured:** Policy(ies) and coverages as described above, excluding Workers Compensation Insurance, shall include an endorsement stating the following shall be ***Additional Insureds***: The County of Muskegon, 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 by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.

5. **Janitorial Bond:** The Contractor shall procure and maintain during the life of this contract, a separate Janitorial Bond with a limit not less than $10,000. This bond should be submitted to the County of Muskegon annually to verify its placement

6. **Cancellation Notice:** Policies, 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: (County of Muskegon, Attention: Procurement, 141 E. Apple Avenue, Muskegon, Michigan 49442).

7. **Proof of Insurance Coverage:** The Contractor shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

   Required liability limits may be obtained by using and Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

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

8. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

   To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

MUSKEGON COUNTY
ACCOUNTS PAYABLE OFFICE
CENTRAL SERVICES BUILDING
141 E APPLE AVE
MUSKEGON MI 49442

RFP 19-2324
Custodial & Cleaning Services at South Campus Sites –Technical Proposal

Sample Labels for submitting Proposals

MUSKEGON COUNTY
ACCOUNTS PAYABLE OFFICE
CENTRAL SERVICES BUILDING
141 E APPLE AVE
MUSKEGON MI 49442

RFP 19-2324
Custodial & Cleaning Services at South Campus Sites –Pricing Proposal

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF MUSKEGON AND (Enter Contractor Name)

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and **(Enter Contractor Name),** having its principal place of business at **(Enter Contractor Address)** (hereinafter referred to as "Contractor"), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. **(County Employee Name & Title)** at phone number **(231-724-xxxx)** is the representative of County and will administer this Agreement for and on behalf of County. **(Enter Contractor Representative)** at phone number **(Enter Phone Number)** is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

   To County: **(County Employee Name)**
   (County Department)
   (Address)
   (City/State/Zip)

   To Contractor: (Name)
   (Company)
   (Address, State, Zip)

   or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICE. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contractor shall commence performance on (enter date) and end performance upon completion, but no later than (enter date), unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above, following completion of the increments identified in Exhibit A. Unless otherwise specified in Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Contractor represents that contractor has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Contractor shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Contractor, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Contractor agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Contractor shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

    Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied, 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production. Contractor shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

    All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

12. RECORDS, AUDIT AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and

shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Contractor is required to provide proof of the minimum levels of insurance coverage as indicated in the attached Exhibit A. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Contractor's performance of services under the terms of this Agreement, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

    The insurance shall be written for not less than the minimum coverage specified in Exhibit A or as required by law, whichever is greater. All deductible amounts for any of the required polices are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

    If a motor vehicle is used to provide services or products under this Agreement, the Contractor must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

    Additionally, assurance is given to County that good-faith efforts will be made to identify and encourage the participation of minority-, women- and handicapper-owned businesses in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-, women- and handicapper-owned business in subcontracting; and (2) making discrimination a material breach of contract.

16. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and the County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

17. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION.

    A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of this notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

        i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

           Notwithstanding any other payment provisions of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

        ii. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

    B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit A, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

25. SUCCESSORS AND ASIGNS. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. NO THIRD-PARTY BENEFICIARY. No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff, visitors, residents, or other individuals who may have business through the County.

27. COMPLIANCE WITH THE LAW. Contractor shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

28. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

29. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

30. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.

32. PRECEDENCE. In the event of the conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated:_____ By:_____

, Chairperson
County Board of Commissioners

(Enter Contractor Name)

Dated:_____ By:_____

Its:_____

MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

Susie Hughes
Chair, District 3

Gary Foster
Vice Chair, District 7

Marcia Hovey-Wright
District 2

Zach Lahring
District 5

Kenneth Mahoney
District 9

Charles Nash
District 6

Robert Scolnik
District 4

I. John Snider II
District 8

Rillastine R. Wilkins
District 1

April 2, 2019

ADDENDUM #1

FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES
REQUEST FOR PROPOSALS
RFP 19-2324

Vendor: _____

_____

_____

This is addendum #1 to RFP 19-2324 Custodial and Cleaning Services at South Campus Sites for County of Muskegon Board of Commissioners. Please indicate this addendum on the Addenda Summary of the proposal package; failure to acknowledge all addenda may be cause for rejection of the proposal.

Proposals are due in no later than 3:00 p.m., prevailing time, Thursday, May 2, 2019, to the Accounts Payable Office. Submittal Instructions are located in the Proposal Conditions/Instructions for Responders in the RFP.

The time clock in the Accounts Payable office shall be determined the receipt of the response. It is the Respondents responsibility to ensure that Finance Office personnel stamps their proposal by the deadline indicated.

No late proposals will be accepted.

Sincerely,

Beth Dick

Beth Dick, CPA
Director of Finance/Assistant County Administrator

DEPARTMENT OF FINANCE & MANAGEMENT- PROCUREMENT • 141 E. APPLE AVENUE • MUSKEGON, MI 49442
(231) 724-6281 • FAX (231) 724-3337 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

CORRECTION

The Cover Schedule shows the recommended site visit on Wednesday, April 18, 2019 at 8:30 am. This information is incorrect.

The correct date for the Recommended Site Visit is Tuesday, April 16, 2019 at 8:30 am.

Requesting Agency	Facilities
Solicitation Type	Request for Proposals
Solicitation Number	RFP 19-2324
Description	Custodial and Cleaning Services-South Campus
Agreement Term	5 Year
Date of Issuance	Monday, April 1, 2019
Date of Recommended Site Visit	~~Wednesday, April 18, 2019 at 8:30 am~~ Tuesday, April 16, 2019 at 8:30 am
Location of Recommended Site Visit	Central Services Blg 2nd Fl 141 E Apple Ave, Muskegon, MI 49442 (Purchasing Office)
Deadline for questions	Friday, April 19, 2019 at 2:00 pm
Response to questions issued	Tuesday, April 23, 2019
Proposal Deadline	Thursday, May 2, 2019 at 3:00pm
Evaluation Process, Interviews, selection	May - June

MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

Susie Hughes
Chair, District 3

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Vice Chair, District 7

Marcia Hovey-Wright
District 2

Zach Lahring
District 5

Kenneth Mahoney
District 9

Charles Nash
District 6

Robert Scolnik
District 4

I. John Snider II
District 8

Rillastine R. Wilkins
District 1

April 19, 2019

ADDENDUM #2

FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES
REQUEST FOR PROPOSALS
RFP 19-2324

Vendor: _____

_____

_____

This is addendum #2 to RFP 19-2324 Custodial and Cleaning Services at South Campus Sites for County of Muskegon Board of Commissioners. Please indicate this addendum on the Addenda Summary of the proposal package; failure to acknowledge all addenda may be cause for rejection of the proposal.

Proposals are due in no later than 3:00 p.m., prevailing time, Thursday, May 2, 2019, to the Accounts Payable Office. Submittal Instructions are located in the Proposal Conditions/Instructions for Responders in the RFP.

The time clock in the Accounts Payable office shall be determined the receipt of the response. It is the Respondents responsibility to ensure that Finance Office personnel stamps their proposal by the deadline indicated.

No late proposals will be accepted.

Sincerely,

Beth Dick

Beth Dick, CPA
Director of Finance/Assistant County Administrator

DEPARTMENT OF FINANCE & MANAGEMENT- PROCUREMENT • 141 E. APPLE AVENUE • MUSKEGON, MI 49442
(231) 724-6281 • FAX (231) 724-3337 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

RFP19- 2324
Five Year Agreement for Custodial and Cleaning Services
at South Campus Sites
Pre-Solicit Meeting
Tuesday, April 16, 2019 at 8:30 am

I. Attendance / Introductions:

- Muskegon County in attendance:
  - Jamie Burmeister, Muskegon County, Accounting/Procurement
  - Mark Carlson, Muskegon County, Facilities

- Businesses Represented:

II. This was a recommended Pre-Solicitation Site Visit. The businesses listed below were in attendance.

- DM Burr
- Clean Team USA
- CSM Services
- Professional Building Services
- West Michigan Janitorial

III. Purchasing Reminders:

A. Bids are due **Thursday, May 2, 2019 at 3:00 p.m.** at the Central Services Building, Accounts Payable Office, 141 E Apple, Muskegon, MI 49442. There will be a Public Bid Opening for anyone interested in attending. No Late bids will be accepted.

B. Questions are due **Friday, April 19, 2019 at 2:00** by email to purchasing@co.muskegon.mi.us.

C. Answers will be posted on Bid Net, **Tuesday, April 23, 2019** by the end of business day.

IV. County Forms / Solicitation Packet:

A. Complete Forms: All forms must be filled out completely. Bidders are to submit prices on the lines (spaces) provided. Every line (space) must contain a figure or "No Bid". Failure to do so can result in a rejection of a bid. There is a checklist in the Bid Packet to help make sure that all forms are completed and turned in.

B. Insurance: Be sure to read page **47** of the solicitation for the insurance information. The Awarded vendor must submit their insuranee forms and be approved by Risk Management before they can start work.

C. Change Orders: The County has a process for Change Orders / Modifications should a change or modification need to take place once the project begins. All changes must be approved in advance. Please be aware of these procedures.

V. Questions During Tour:

A. Do you have a floor plan or map for any or all sites?

- Attached are the available floor plans for the South Campus sites.

  Floor plans provided are "for construction" plans and may not represent "as-built" or current conditions. Bidder shall verify existing layout and square footages to their satisfaction.

B. Is carpet cleaning included or will a separate contractor be used for that?

- Carpet cleaning is not included in this solicitation.

C. Do you know how many people work out of the front office?

- We currently do not have this information. If we get an answer to this in time we will publish it for you.

D. Do any of the facilities or locations require background checks?

- All facilities / locations require background checks. Refer to section M. Background Investigations of the solicitation specifications for more details on this requirement.

MUSKEGON COUNTY
M I C H I G A N

BOARD OF COMMISSIONERS

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Kenneth Mahoney
District 9

Charles Nash
District 6

Robert Scolnik
District 4

I. John Snider II
District 8

Rillastine R. Wilkins
District 1

April 23, 2019

ADDENDUM #3

FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES
REQUEST FOR PROPOSALS
RFP 19-2324

Vendor: _____

_____

_____

This is addendum #3 to RFP 19-2324 Custodial and Cleaning Services at South Campus Sites for County of Muskegon Board of Commissioners. Please indicate this addendum on the Addenda Summary of the proposal package; failure to acknowledge all addenda may be cause for rejection of the proposal.

Proposals are due in no later than 3:00 p.m., prevailing time, Thursday, May 2, 2019, to the Accounts Payable Office. Submittal Instructions are located in the Proposal Conditions/Instructions for Responders in the RFP.

The time clock in the Accounts Payable office shall be determined the receipt of the response. It is the Respondents responsibility to ensure that Finance Office personnel stamps their proposal by the deadline indicated.

No late proposals will be accepted.

Sincerely,

Beth Dick

Beth Dick, CPA
Director of Finance/Assistant County Administrator

DEPARTMENT OF FINANCE & MANAGEMENT- PROCUREMENT • 141 E. APPLE AVENUE • MUSKEGON, MI 49442
(231) 724-6281 • FAX (231) 724-3337 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

QUESTIONS RECEIVED

The following are questions proposed from potential bidders with corresponding answers.

1) Can you please provide the frequency of cleaning for each facility in each open bid? Are all buildings five times per week? What are the access hours for cleaning at teach facility? For more information on the hours for each location, refer to specification section P. Work Standards.

Building	Times per week	Access hours
Johnny O Harris	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Starks Hall	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Public Health	Monday - Friday	After 5:30pm and completed by 11:00 pm.
TEROD Building	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Central Services	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Juvenile Transition Center	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Veterans Building	Monday - Friday	After 5:30pm and completed by 11:00 pm.
Jewell Hall	Monday - Friday	After 5:30pm and completed by 11:00 pm.

2) Do you know how many people work out of each building?

Building	Employee Count
Johnny O Harris	22
Starks Hall	37
Public Health	49
TEROD Building	34
Central Services	22
Juvenile Transition Center	29
Veterans Building	11
Jewell Hall	9

REVISED SPECIFICATIONS: ALTERNATE

The County would like to consider the option of carpet extraction/cleaning services on as needed bases. Proposers should include the attached ALTERNATE SUMMARY PRICING sheet for consideration carpet extraction cleaning services. Cleaning is as needed by order from the County's Facility Management Staff. Pricing is per square foot of cleaning.

General Requirements for Carpet Extraction:

1. Contractor shall thoroughly clean all carpets with either a dry chemical process or a portable hot water extraction cleaning machinery only
2. Spot cleaning shall be provided where necessary.
3. Contractor shall guarantee against "bleeding" or reappearance of spots or stains for at least (60) day period.
4. All non-permanent furnishings, including couches, chairs, chair mats, and the like shall be moved and replaced as required to clean carpet under furnishings by the contractor. (This does not include file cabinets, bookcases, desks or dividers.)
5. Care shall be exercised to prevent stain due to transfer of rust or varnish from furniture once it is relocated.
6. All areas that cannot be cleaned (i.e. under and around desk and work surfaces) by machine such as edges and corners shall be cleaned by hand.

7. Contractor shall not leave streaking, excess residue or cause discoloring to the carpeting as a result of the cleaning.
8. It is the responsibility of the Contractor to ensure that its cleaning method is suitable for cleaning Mattington, Tadus, and other brands of carpeting and will not cause damage or "carpet curling problems. By signing and submitting a bid, the Contractor certifies is ability to clean carpeted floor areas and not cause damage to the carpet or components located underneath the floor. Rotory and/or bonnet cleaning is not allowed.
9. All cleaning supplies and equipment shall be provided by the Contractor.
10. Work area shall be left in clean condition or as clean as before work started.
11. Only authorized employees or subcontractors shall be allowed in building(s).

THIS PROPOSAL SUMMARY PAGE, AS WELL AS YOUR DETAILED BUDGET AND ANY OTHER PRICING, MUST BE IN A SEPARATE SEALED ENVELOPE MARKED "RFP 19-2324 – PRICING". REFER TO PROPOSAL CONDITIONS /INSTRUCTIONS TO RESPONDENTS FOR MORE DETAILS ON HOW TO PROPERLY ASSEMBLE AND SEAL THE PROPOSAL PACKET.

ALTERNATE PROPOSAL SUMMARY

All costs (including labor, tools, equipment, materials, shipping, handling and all other costs) must be included in the total price. If there are any rebates or special qualifying programs please indicate, their value and what must be done to qualify. The pricing information provided must be complete this includes any additional taxes, surcharges or other fees that may be passed on to the County on the invoices. The minimum time this bid will be in force is 90 days.

Respondents are to submit prices in the table provided below. Every line (space) must contain a figure, zero (0), line (-) or "No Bid". Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double-check your addition, subtraction and multiplication.)

Contract Year 1:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$
Starks Hall	$
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 2:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$
Starks Hall	$
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Company Name: _____

Signature: _____

Printed Name: _____

ALTERNATE PROPOSAL SUMMARY (Cont.)

Contract Year 3:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$
Starks Hall	$
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 4:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$
Starks Hall	$
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 5:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$
Starks Hall	$
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Company Name: _____

Signature: _____

Printed Name: _____

EXHIBIT B

CONTRACTOR PROPOSAL ITEMS

PROFESSIONAL BUILDING SERVICES, L.L.C.
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

RE: Custodial Service Quote – Muskegon County RFP 19-2324

We at Professional Building Services, L.L.C. appreciate the opportunity to present a proposal to you for your janitorial services.

We are very proud of our proven track record of providing excellent service to our customers, relieving them of the problems often associated with housekeeping details while still maintaining a cost-efficient program. We have a reputation of listening closely to our customers to understand their cleaning needs and desires. We customize each of our customer's custodial programs to deliver quality service and to achieve mutually beneficial budgetary goals.

Our mission is to bring exemplary cleaning service at a reasonable cost to the market, to be a leader in providing our customers with cutting-edge technology in the building services industry, and to be a good employer in the community in which we serve.

We firmly believe that by contracting your janitorial cleaning needs with Professional Building Services, L.L.C. you will receive superior quality service at a cost-effective rate.

Our proposal includes all the information requested plus a description of our value-added services, all of which we hope will convince you to place your confidence in us.

Company: Professional Building Services LLC
1540 Hendrick Dr.
Muskegon MI 49441

Authorized Representative:

Aaron Panek
Phone: (989) 297-2938

Professional
Building
Services

Professional Building Services LLC
1540 Hendrick Rd
Muskegon, Mi. 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Company Profile

Who we are:

Professional Building Services LLC has been providing complete custodial services and building maintenance needs since 1989.

- Our corporate office is located in Muskegon, Mi. The company has Divisions throughout the State of Michigan.
- Our leadership offers over 50 years of combined experience in the commercial/industrial custodial industry.
- We currently serve over 80 customers and we are very proud of our high customer retention rate.
- We provide comprehensive programs that ensure quality, dependable cleaning.
- We deliver quality service at a reasonable cost to each of our valued customers.
- We pride ourselves in maintaining strong customer contact through our divisional partner.

Services we provide:

- Custodial Services
- Stripping & Refinishing Floors
- Window Cleaning
- Carpet Cleaning
- Power Washing
- Ceiling Tile Cleaning
- Cleaning Plant Walls & Ceilings
- Fire/Water Damage Restoration
- Construction Cleanup

Our Customers:

- Medical Facility's
- Dental Offices
- Legal Offices
- Commercial Offices
- Industrial Plants and Offices
- Property Management Companies
- Schools
- Municipalities (Federal, State, City, Township)
- Bank's
- Credit Union

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Quality Control Program

Professional Building Service LLC Quality Control Program consists of the following:

PBS builds a site specific checklist for the area manager to follow. We determine the effectiveness of custodians and areas that may need improvement. Managers complete building inspections and highlight areas that need improvement. A copy is placed in utility closet for custodians to review. Copies will be given to the facility manager and the office of Professional Building Services. The Area Manager ensures issues requiring immediate attention are resolved before leaving the property. Custodians are notified in writing of such issues and a plan of action is devised. Facility Managers are involved in the communication.

During the first 30 days the area manager will inspect each site 3 days a week. Communication is made with Facilities Manager to discuss our progress. Corrective actions are taken immediately if problems arise.

During the second 30 days the Area Manager will conduct inspections twice a week assuming our service is meeting expectations. Area Manager will conduct daily inspections and work with custodians if problems persist. Facility Manager is notified of any changes.

After 90 days Area Manager will visit site once a week. Area manager will complete inspections to ensure teams are completing tasks to expectation. Monthly contact with Facility Manager is maintained.

Our management team is available 24/7 to assist and resolve any concerns. As most of these are spur of the moment, you can rest assured Professional Building Services have the experience and resources to handle the toughest problems.

A yearly re-training of our custodians is required. This 3 hour course covers basic custodial cleaning techniques, safe chemical handling and storage, personal protective equipment, waste reduction & green cleaning processes. Custodians are not allowed to provide services with PBS until they have completed and signed off on these training areas.

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

STAFFING AND MANAGEMENT

Hiring Process
Our philosophy concerning employees is to hire good people full-time and pay competitive wages. All prospective employees must complete a two-tier selection process that includes two separate interviews and past work history checks. Our management staff then personally conducts a hands-on training program custom designed for each building. All new hires are placed on a 90 day training program.

Employee Training, Education and Development Programs
The leadership of Professional Building Services sincerely believes that the success and future growth of the organization lies in the continuing development of its staff from both a professional and personal perspective.

Our training and education is two fold: 1) Initial Orientation and 2) Safety and on going education. These programs address both general and specific to site information to ensure that Professional employees are trained and qualified for the activities they perform.

General Education Programs:

1. Orientation

   General Instruction for all new hires:

   a. Professional Building Services LLC policies and procedures
   b. General Safety (body mechanics, equipment, products)
   c. MSDS Material Safety Data Sheet (right to know)
   d. Confidentiality
   e. Customer Service/Professionalism
   f. Quality Assurance/Performance Measurements
   g. Reporting Injuries
   h. Proper Waste Handling

   Infection Control Training for all new hires who work in healthcare/clean Room environment facilities:

   a. Universal Precautions
   b. Proper hand washing
   c. Regulated medical waste handling

Drug Testing
We conduct random drug testing on our employees.

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Dr. Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Retention Rate
We are very proud of the high retention rate of our employees; we attribute this to our selection process, our philosophy in how we treat individuals, and our fair evaluation process.

Emergency Support
The entire management team for Professional Building Services LLC is available by mobile 24/7 to all our customers.

Coverage Plan in the Event of Employee Absence
We currently employ approximately 5 individuals who travel to our customer sites as needed to help accomplish periodic tasks and cover in times of absenteeism.

Coverage Plan in the Event of Management Absence
When a member of our management staff is absent, either a person in the same capacity or one at the next level up is responsible for covering that position. I.e. when a site-supervisor is absent, the manager covers, when a manager is absent, another manager provides coverage.

Management Development Plan
To date, all of our management team has come to us with several years of experience. However, we are just now entering a growth phase where we see the need to further develop some of our best supervisors. We are in the process of creating a Management Development Program that includes these components: (* represents components already completed)

1. Human Resources
   a. Policies/Procedures*
   b. Safety Manual
   c. Legal Issues (interviewing/hiring/disciplining/terminating)
   d. Interviewing Techniques*
   e. Conflict Resolution*
   f. Coaching Skills
   g. The Human Aspect of Our Business

2. Operations
   a. The How To's of cleaning various facility environments
   b. Quality Assurance*
   c. Supplies/Equipment*
   d. Inventory System

PROFESSIONAL BUILDING SERVICES, L.L.C.
1540 Hendrick Dr Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Organization

Division Owner

Oversees entire contract. Responsible for monthly site inspections and scheduling meetings with PBS Account Manager and client management.

Account Manager

Onsite daily manager in charge of weekly inspections, communicates directly with custodians and client management. Responsible for hiring, training and scheduling. Coordinates restorative cleaning. Works closely with Custodial Supervisor. Reports to Division Owner.

Custodial Supervisor

On-site Supervisor in charge of daily inspections and cleaning duties. Aides in training of custodians and ensures proper cleaning techniques. Keeps inventory and supply lists current. Reports to Account Manager.

Custodian

Tasked with daily general and restorative cleaning performing commercial custodial techniques. Eyes and ears for building. Reports concerns with custodial duties or building maintenance with Custodial Supervisor.

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Key Personnel

Professional Building Services LLC has been serving commercial facilties throughout Michigan for over 30 years. Our focus on communication between all levels of our company is crucial to our success. From the CEO to the custodian, everyone is in constant contact.

PBS Team Members Working For You

Verna L. Surprenant C.E.O.
15 years with PBS
(231) 557-6282
vernalsur@gmail.com

Tom K. Harris - Vice President
35 Years with PBS
(616) 843-5120
Tomharris.pbs@gmail.com

Rachel Guthrie – Account Manager
5 years with PBS
(231) 557-1551
Rachelguthrie.pbs@gmail.com

Aaron Panek – Division Owner
5 Years with PBS
(989) 297-2938
Aaronpanek.pbs@gmail.com

Alyssa Shook – Division Owner
5 Years with PBS
(810) 287-6776
Alyssashook.pbs@gmail.com

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct Line: 989-297-2938

Waste Management & Green Cleaning

Professional Building Services LLC is committed to waste reduction for your facility. Zero waste procedures are an increasingly important factor for our clients to consider. Initially the scope was to minimize waste to improve client's margins. That is still an important consideration. But it's equally shared with the need to eliminate the negative impact on the environment. Below are our normal operating procedures to reduce our impact on the environment.

- **Reduction in consumable waste**. We monitor closely the daily facility needs of hand soaps, trash liners, toilet tissues & hand towels. Our goal is to stock supplies so the needs are met and not exceeded. Every effort is made to "use up" supplies rather than throwing out half empty rolls of tissue and towels. Trash liners are replaced when they are soiled with food, liquid, gum, coffee grounds for example. Many of our office trash is made up of paper products which can simply be dumped, shredded or recycled.
- **Reduction in cleaning product waste**. Professional Building Services takes every opportunity to reduce the amount of trash we create. Our custodians are directed to use refillable spray bottles and containers and to recycle bottles that cannot be reused. We use machine washable mop heads, dust mops, cleaning cloths & dusters to reduce the need of trashing these items. Introducing regular hand washing techniques, use of hand sanitizers & green cleaning chemicals allowed us to reduce our use of disposable gloves by 30%. PBS custodians are routinely trained in proper dilution of cleaning products. This achieves two goals. Consistency in the effectiveness of the product and reduction in wasteful under dilution.
- **Zero waste and recycling solutions**. We develop a flow chart for moving through the cleaning area highlighting areas that need addition recycling drop-offs. When we notice trash cans that have an excess of plastics, aluminum cans, stacks of papers or boxes the facility manager is notified. The goal is to have recycling locations in these areas. Our custodians are expected to remove plastic and aluminum cans from the surface of trash cans and place them in the nearest recycle bin.
- **LEED Leadership in Energy & Environmental Design**. Professional Building Services routinely seeks ways to reduce our carbon footprint. As a practical way of achieving this we require custodians to shut off lights, fans, heaters, televisions and close doors deemed unnecessary after we have cleaned the area. The Facility Manager will advise us in this matter. For example: A staff member may forget to turn off their desk fan prior to leaving for the evening. Our custodian would turn off the fan for the night before leaving the office. We also use Green Seal approved cleaning products. PBS uses energy efficient cleaning machines; vacuums, extractors, buffers, & scrubbers. All of which adhere to LEED low environmental impact cleaning equipment policy.

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
Direct Line: 989-297-2938

Professional Building Services LLC has been providing green cleaning solutions since 1995. We noticed a need to reduce waste, recycle, and use environmentally safe cleaning products. Our clients want their employees to start the work day in a clean, refreshing environment. Free of air pollutants, surface chemicals, undesirable odors, and potential skin irritants. Our cleaning techniques, products and equipment adhere to strict green clean standards

- **Green Seal Approved Cleaners.** We use a variety of cleaning chemicals throughout our business. Some clients prefer a specific smell over another. In some cases a product that works on one floor type may not do the job on another. We are actively fine tuning our service to best meet the facility demand. We do this while maintaining a strict Green Seal chemical policy. All of our liquid, dry and aerosol cleaners are environmentally friendly. PBS is extremely cautious about what goes down the drain. Our custodians are in contact with these cleaners daily and are trained in the storage and usage. The priority of PBS is to clean your facility with exceptional results and provide your staff with a fresh health conscious work environment.
- **Green cleaning custodial training.** Our custodians are consistently trained in the newest cleaning techniques. One area we are very proud of is our Green Clean policy. Every member of our staff is trained in the proper usage and storage of green cleaning chemicals. Because we use only green products the potential of inadvertently mixing caustic chemicals has been eliminated. Harsh chemical smells and residue is a thing of the past. Every cleaning job is left clean and safe. We do not implement new cleaning products until the custodian has signed off on how to safely use them. SDS sheets are kept in custodial closet. Facility Managers are informed of any changes made to our cleaning products. We conduct weekly inspections of our custodial closets, storage & carts to ensure only approved cleaning products are being used. A strict colored labeling system for our spray bottles, buckets and equipment allows our custodians to immediately identify the usage of the product. Any unlabeled item is disposed of. Janitor supply closets and carts are locked when not in use. The introduction of our Green Clean policy has allowed PBS to maintain the flooring, surfaces, fixtures, tile and glass without damage.
- **Green Clean Equipment.** All electric & propane machines used adhere to strict green clean standards. Carpet machines are stamped with Carpet & Rug Institute green label certification. Machines are low noise emitting, HEPA equipped and low energy approved to industry standards for green equipment.

PROFESSIONAL BUILDING SERVICES LLC
1540 Hendrick Rd., Muskegon MI 49441
Main Office: 616-843-5120
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- **Micro Fiber Cloth Solutions.** Whenever possible PBS uses micro-fiber technology to reduce dust, lint and undesirable particulates. Micro-fiber mops and cleaning cloths have become standard equipment. We are constantly revising and improving our techniques. As better equipment and product becomes available, we research and test to see how it can help us remain a leader in the cleaning industry.
- **Local Recycling Policies.** We actively participate in local recycling programs. Its our intent to continue implementing and developing better waste reduction policies. We have a unique ability to compare multiple programs. Since we work hand in hand with many clients, we often find improvements that may better serve a new client.
- **Being Pro-active.** Green cleaning is an actively evolving process. Professional Building Services will improve and modify existing procedures when necessary. We are committed to Green Cleaning because we believe its simply the right way to do business. Safe for the environment. Safe for our and your staff. Safe for your facility.

Professional Building Services LLC has been in business since 1978 providing cleaning solutions for small to large commercial buildings. Our approach is simple. Communication and observation. We have embraced green cleaning techniques early and continue to make it a focus for development. The days of harsh chemicals and environmental irritants associated with the cleaning process are over. We are proud of our green cleaning policies and procedures. They have been developed from years of experience. Our custodians are safer and happier. Our clients are relieved of the problems associated with heavy commercial cleaners. Your buildings are cleaner without damage. Your employees stay healthier and more productive.

LEED CERTIFIED

CRI GREEN LABEL PLUS

GREEN SEAL CERTIFIED

PROFESSIONAL BUILDING SERVICES, L.L.C.

1540 Hendrick Dr Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Work Site_____ Month/Year_____

Supervisor_____ PH#_____

Date	Custodian	IN	OUT	Notes	Initials

NOTE: Only authorized personnel are to be inside buildings we service. Never leave site without ensuring it has been properly secured per client instructions and designated lights are off.

Time Sheet V.2017

PROFESSIONAL BUILDING SERVICES, L.L.C.
1540 Hendrick Dr Muskegon MI 49441
Main Office: 616-843-5120
Direct: 989-297-2938

Supply List

- Zep Streak Free Glass & Surface Cleaner
- Simple Green Floor Detergent
- Tough Guy Bowl Cleaner
- 409 Multi Surface Spray Cleaner
- Lysol Disinfectant Aerosol Spray
- CLR Hard Water Remover
- Tough Guy Stainless Steel Polish
- Ajax Powder Cleanser
- Tough Guy Gum & Wax Remover
- Diversy Spot & Stain Remover
- Zep Commercial Premium Carpet Shampoo
- Zep Professional Floor Finish (Wax)
- Zep Z-Tread Heavy Duty Floor Stripper
- Mop Bucket/Ringers & Handles
- Broom & Dust Pan
- Floor Brush & Scraper
- Brute Trash Cans/Dolly
- Custodial Carts

Machine Tools

- Bissell Commercial HEPA Vacuums
- Tennant 20' 175-300rpm Floor Buffer
- Tennant 9 Gallon Carpet Extractors
- Clarke 15 Gallon Autoscrubbers
- 10 Gallon Wet/Dry Vacs
- 10 Gallon Wet/Dry Squeegee Vacs

Additional Supplies

In addition to above standard equipment we use a variety of commercial mops, brooms, dusters, scrubbers, scrapers, sponges, scotch pads, towels and rags to appropriately clean different types of surfaces and soiled areas.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Steve Bandyk
Lighthouse Insurance Group, Inc. 4808 Broadmoor Ave SE Grand Rapids MI 49512	PHONE (A/C, No, Ext): (800)344-3531 FAX (A/C, No): (616)455-9489 E-MAIL ADDRESS: sbandyk@lighthousegroup.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Acuity A Mutual Insurance Company — 14184
INSURED	INSURER B:
Professional Building Services LLC PO Box 1702	INSURER C:
	INSURER D:
	INSURER E:
Muskegon MI 49443	INSURER F:

COVERAGES — CERTIFICATE NUMBER: 18/19 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			Z47553	6/10/2018	6/10/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							AIOAS	$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			Z47553	6/10/2018	6/10/2019	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z47553	6/10/2018	6/10/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Special Provisions Apply, Endorsements Will Be Attached.

CERTIFICATE HOLDER	CANCELLATION
[redacted]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steve Bandyk/STEVEB

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MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

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Rillastine R. Wilkins
District 1

April 1, 2019

FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES
REQUEST FOR PROPOSALS
RFP 19-2324

Vendor Name:	PROFESSIONAL Building SERVICES
Street Address:	1540 Hendrick Rd
City, State, Zip:	MUSKEGON MI 49441

Requesting Agency	Facilities
Solicitation Type	Request for Proposals
Solicitation Number	RFP 19-2324
Description	Custodial and Cleaning Services-South Campus
Agreement Term	5 Year
Date of Issuance	Monday, April 1, 2019
Date of Recommended Site Visit	Wednesday, April 18, 2019 at 8:30 am
Location of Recommended Site Visit	Central Services Blg 2nd Fl 141 E Apple Ave, Muskegon, MI 49442 (Purchasing Office)
Deadline for questions	Friday, April 19, 2019 at 2:00 pm
Response to questions issued	Tuesday, April 23, 2019
Proposal Deadline	Thursday, May 2, 2019 at 3:00pm
Evaluation Process, Interviews, selection	May - June

The Muskegon County Board of Commissioners invites your proposal for Janitorial and Cleaning services at the South Campus Sites for the Muskegon County Facilities Department. A set of conditions and specifications/requirements are enclosed.

Proposals are due in no later than 3:00 p.m., prevailing time, Thursday, May 2, 2019 to the Accounts Payable Office. Submittal Instructions are located in the Proposal Conditions/Instructions for Responders on page 38.

The time of receipt shall be determined by the time clock stamp in the Accounts Payable Office. Respondents are responsible for ensuring that their proposals response is stamped by Finance Office personnel by the deadline indicated.

No late bids will be accepted.

Sincerely,

Beth Dick

Beth Dick, CPA
Director of Finance/Assistant County Administrator

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PROPOSAL PACKET CHECKLIST

This Proposal Packet Checklist is being provided as an aid to you in preparing your proposal response. However, the requirements of the Proposal Specifications supersede the Proposal Packet Checklist. It is the Respondent's responsibility to review the Proposal Specifications in their entirety and submit all required items with their proposal response.

Please complete the required/requested forms below and check them off this list as you complete them. Return the completed forms to the Muskegon County Procurement Office with your proposal response.

Complete	Not Applicable	
☐	☐	Proposal Invitation Cover Letter
☐	☐	Proposal Certification/Non-Collusion Affidavit & Minority Supplier Certifications
☐	☐	Proposal Summary, Proposed Rates and Detailed Budget
☐	☐	Addenda Summary (Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to www.bidnetdirect.com/mitn/muskegon-county for Addenda.)
☐	☐	Response to Proposal Specifications
☐	☐	References / Work Experience
☐	☐	Debarment, Suspension and other Responsibility Matters
☐	☐	Non-Discrimination Statement
☐	☐	W-9 http://www.irs.gov/pub/irs-pdf/fw9.pdf
☐	☐	No Proposal Response Form
☐	☐	Insurance Certificate(s) -- For Reference Only

PROPOSAL CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The responder's signature declares under penalty of perjury of the laws of the United States that the contractor submitting this proposal, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for the vendor.

Proposal Number: RFP 19-2324 Custodial and Cleaning Services at South Campus Sites

Vendor: Professional Building Services

Vendor Address: 1540 Hendrick Rd.
Muskegon MI 49441

Phone Number: 989-297-2938

Fax Number:

Signature:

Name Printed: AARON PANEK

Title: Division Partner

Date Signed: 5/1/19

E-Mail: aaronpanek.pbs@gmail.com

Website: www.profbldgservice.com

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☒ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

5/1/19
Date

AARON PANEK
Authorized Agent Printed Name

INFORMATION FROM BIDDERS

In order to assist in evaluating bids for this job, it will be necessary to have the following information about your management plans for this job.

1. How many total employees work for the company? 70
2. How many cleaning service personnel are employed by the company? 60
3. How many of these employees are supervisors? 15
4. What is the average number of years' experience of the supervisors? 5
5. What is the average wage of employee who would work this job?

   $ 11.00 per hour

6. What is the average wage of the supervisors who would work this job?

   $ 13.00 per hour

7. How much would you expect to pay for cleaning supplies, equipment, rentals, and insurance?

   $ 600 per month

8. If you were awarded this contract, what percent of your total business would this represent?

   State as a percentage 5 %

The above information is to be given in sufficient detail to show your ability to manage this contract work profitably for the expected life of such contract.

If you have not done business with the county before, at least not in the category of janitorial services, there will be a special evaluation.

Bidder list governmental contracts currently held within the past two years.

1. CITY OF Portage
2. OCEANA County
3. CITY OF Kalamazoo

BUILDING STAFFING

State the number of employees, supervisors and estimated time to complete daily cleaning responsibilities in hours for each building / location listed below. No substitution of form will be accepted.

Building / Complex	Number of Employees	Number of Supervisors	Estimated Time of Completion
Johnny O. Harris	1	1 For Campus	2 HRS
Starks Hall	1	↓	2.5 HRS
Public Health	1	↓	2 HRS
TEROD Building	1	↓	2 HRS
Central Services	1	↓	2 HRS
Juvenile Transition Center	1	↓	1 HR
Veterans Building	1	↓	1.5 HRS
Jewell Hall	1	↓	2 HRS

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each).
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
no. 1	4/2/19	AP
no. 2	4/19/19	AP
no. 3	4/23/19	AP

Company Name: Professional Building Services

Printed Name: AARON PANEK

Signature: [signature]

NOTE: Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to www.bidnetdirect.com/mitn/muskegon-county for Addenda

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact the Procurement Office at:

purchasing@co.muskegon.mi.us

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

Muskegon County Facilities Department
FIVE YEAR AGREEMENT FOR CUSTODIAL & CLEANING SERVICES AT SOUTH CAMPUS SITES

I. Purpose

It is the intention of the County of Muskegon to contract for the services of one or more qualified custodial service providers to provide cleaning/custodial services at various County Buildings and Sites. Solicitations for each professional service area have been grouped and will be advertised and reviewed according to their independent solicitation groups.

1. Michael E. Kobza Hall of Justice and Heritage Landing
2. HealthWest Sites
3. South Campus
4. MATS
5. Airport & CVB

The work covered in this this RFP includes the South Campus Sites in the table below with their respective addresses. This includes furnishing all labor, equipment, supplies and supervision necessary to provide janitorial services.

Site	Address
Johnny O. Harris	97 E. Apple Ave., Muskegon MI 49442
Starks Hall	133 E. Apple Ave., Muskegon MI 49442
Public Health	209 E. Apple Ave., Muskegon MI 49442
TEROD Building	173 E. Apple Ave., Muskegon MI 49442
Central Services	141 E. Apple Ave., Muskegon MI 49442
Juvenile Transition Center	205 E. Apple Ave., Muskegon MI 49442
Veterans Building	165 E. Apple Ave., Muskegon MI 49442
Jewell Hall	155 E. Apple Ave., Muskegon MI 49442

II. Recommended Site Visit / Meeting

A representative from the responders company is encouraged to attend the pre-bid meeting and site walk through. The recommended site visit has been scheduled for Tuesday, April 16, 2019 at 8:30 am at the Central Services Building Purchasing Office Conference Room (141 E Apple Ave. Muskegon, MI 49442).

III. Contractor Requirements / Qualifications

The successful Responder shall meet the requirements below in order to be considered for an award of Contract:

A. Enter inter a contract with and provide Insurance verification that is acceptable to the County of Muskegon.
B. Shall have the ability to obtain background investigations on their employees at no additional

cost to the County. All background investigations shall be submitted prior to commence of contract and as requested during the term of the Contract.

C. Must have at least three successful contracts performing services similar in nature and dollar value within the past three (3) years. References must be provided as confirmation.
D. Must have been in business under the same business name for a period of not less than three consecutive years.
E. Must demonstrate the capacity (employees, equipment, and supplies) to successfully perform under this contract.

IV. Scope of Services

A. GENERAL

It is the intention of the County of Muskegon, herein called the County, to contract for the services of one or more qualified custodial service provider to provide cleaning/custodial services at various County buildings. The Contractor shall employ trained, reliable, quality conscious custodians and supervisors.

It is the County's objective to obtain the full cleaning performance in accordance with the terms of the specifications and the quality of work requirements in this proposal. Clean and well-maintained buildings are the County's goals, and while deduction provisions for work omitted or improperly performed is designed to protect the County's interest, it is not ordinarily a desirable substitute for getting the job accomplished. The County is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made as stipulated.

The successful responder shall furnish and administer all supervision, labor and equipment.

Water and electricity shall be supplied by the County. Hand soap, toilet paper, paper towels, toilet seat protectors, urinal screens, and trash can liners shall be furnished by the County or as required for the satisfactory performance of work of this Contract.

It is intended that the services include all functions normally considered a part of workmanlike, satisfactory custodial maintenance whether or not they are specifically listed herein.

Services to be performed under this Contract shall be subject to inspection and approval by County representatives designated by the Director or his designated representative. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the County. Deductions will be an indication that work is not being performed per the Contract Specifications. The County reserves the right to terminate this Contract for non-performance at any time it feels such termination is warranted.

The County reserves the option to change required days or hours of service.

The Contractor shall provide and maintain a manual listing of all cleaning products to be used on this Contract, as well as, M.S.D.S. sheets for those products, sign-in sheets, timesheets, and work requirements for that location. M.S.D.S sheets shall be kept in the same location as the chemicals.

B. SAFETY

The Contractor shall take all necessary precautions for the safety of their employees performing the work under this Contract. The Contractor shall direct and properly maintain at all times, as required by job conditions and work progress, all necessary safeguards for the protection of the workmen and the public.

The contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) which affect custodial and housekeeping.

C. FIRE PROTECTION AND PREVENTION

The Contractor shall comply with fire protection measures as described in the all fire prevention Codes.

The Contractor shall not store combustible supplies of any kind in any County building. The Contractor shall consider contaminated buckets, mops, cloths, and brushes as potentially subject to spontaneous heating and shall not store such items in County buildings. All buckets shall be emptied and cleaned after each use and all used materials shall be thoroughly cleaned or properly bagged and removed from the premises.

D. MAINTENANCE

All items needing repair; such as burned out lights, loose railings, water leaks, plugged drains, etc., must be immediately reported by janitorial staff to the contract supervisor. Contract supervisor shall in turn report this to Muskegon County Facilities Management Department.

E. PROTECTION AND SECURITY OF COUNTY BUILDINGS AND PROPERTY

The Contractor shall assume full responsibility for any and all damage or claim for damage, injury to persons, property, and equipment that may result from any services performed under this Contract. The Contractor shall be held liable by the County for damages caused by its employees to any equipment, apparatus, or installed property in the County facilities in which work in performed in accordance with this RFP.

At no time will the Contractor block open exterior doors or impede the function of their latching.

The Contractor or their employees shall not grant access to the buildings to any persons who are not a member of their staff.

Keys/ID badges will be provided by the County as required for access to the building at time of assignment. The Contractor shall be responsible for the safekeeping of building keys. No additional keys will be furnished for locks. Keys are not to be duplicated. Lost keys must be reported to Muskegon County Facilities Management Department immediately. The Contractor shall be charged for any locksmithing services due to loss of keys/badges. Contractor shall be charged for replacement for loss of any ID badges.

All doors are to be locked once janitorial crews have completed their shift. Rule is if door was locked when entered then it must be locked after cleaning. All building exterior doors shall be locked upon completion of janitorial crew shift, regardless of whether the doors were locked or not at the beginning of the shift. All exterior doors shall be checked and verified whether used or not.

F. INSPECTIONS

The scope and requirements of the contract shall be reviewed on a monthly basis by the County's Housekeeping Supervisor to ensure contract compliance with all listed tasks and frequencies. Performance evaluations shall be performed in a period of 3 months and 6 months and at such time, if deficiencies have not been successfully and totally corrected to the satisfaction of Muskegon County, the vendor can be removed from the contract.

G. QUALITY CONTROL PLAN

Vendor shall submit a Quality Control Plan which shall incorporate the use of a check list that will be signed, dated and maintained at Muskegon County Facilities Management Office. Muskegon County reserves the right to modify proposed check list to accurately reflect work schedules and completed assignments. A draft quality control plan shall be submitted as part of the bid. The quality control plan shall be a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable and shall track employee performance and completed tasks.

Vendor shall submit a calendar/schedule of all special cleaning, monthly, quarterly and annual projects.

Vendor shall provide facilities that are uniformly clean and hygienic.

H. CORRECTIONS

If the Contractor is advised by Facilities Management, or designee, of an incomplete task, the deficiency shall be corrected by the Contractor's employees completing the task(s) in question within twenty-four (24) hours of the notification. Insufficient correction of problem or situation shall be grounds for a written warning. If, after written warning the problem or situation still exists or reoccurs, the County may elect to remedy the problem and back charge contractor the cost or may cancel the contract.

The contract may be canceled at any time for just cause without notice.

I. STORAGE SPACE, JANITOR'S CLOSET

Space available in the building will be assigned to the Contractor for the storage of bulk supplies and the equipment to be used in the performance of the work of the Contract. The Contractor's employees shall keep this space in a neat and orderly condition.

The Contractor shall be responsible for all spills caused by their employees. Spills caused by leaky trash bags or spills outside of janitor's closets shall be especially noted. When necessary, the Contractor shall be responsible for the cleanup of those spills and clean carpets in areas needed as a result of Contractor's employee negligence. If the Contractor does not correct the spill to the satisfaction of the County, the County reserves the right to hire another contractor to correct the spills. The cost to hire the additional contract will be deducted from the Contractor's monthly invoice.

J. CLEANING CHEMICAL PRODUCTS & SUPPLIES

The County requires that the Contractor uses good quality products. The products used under this Contract shall be approved prior to use during the Contract.

Contractor shall supply all equipment, cleaners, finishes, etc., for treatments of various types of materials/surfaces cleaned.

Contractor shall supply all Material Safety Data Sheets to Facilities Management and Public Health Department prior to use of any chemical product.

Contractor's staff shall employ all personal protective equipment (PPE) as recommended by the manufactures of cleaning products used for the safe completion of these cleaning specifications.

Contractor shall supply all general cleaning products including disinfectants, required to complete cleaning to specified level.

Contractor shall submit the type(s) of mops to be used. Contractor shall also submit the frequency/method of cleaning and or replacement of mops.

Contractor shall comply with the OSHA standard Blood Borne Pathogens as it pertains to training.

The County shall supply all paper toweling, toilet paper, trash liners, liquid hand soap, urinal screens and machine air freshener refills.

The contractor's primary responsibility is to protect County property at all times and to use only such materials and treatments as will enhance appearance of flooring, walls, paneling, etc.

The contractor shall submit a completed list by brand name and product number of all supplies to be used in fulfilling this contract prior to use. Right is reserved by the County to accept or reject these items. An acceptable substitute shall be immediately furnished for any rejected item. Preferences are made to environmentally friendly products (e.g., Green Seal-certified).

K. EQUIPMENT REQUIREMENTS

The contractor shall furnish all power equipment such as vacuum systems, and other equipment necessary to complete the required work tasks to the specified level. The Contractor shall not use any County equipment at any time.

The County shall designate an area when necessary for storage of contractor's equipment and supplies.

The Contractor shall be held solely responsible for all items stored on the premises.

The Contractor shall encourage staff to wear all protective equipment deemed necessary for the safe completion of the specifications within this RFP and according to the manufactures instructions for equipment used.

The Contractor shall provide floor vacuums compliant with the following minimum Specifications and provide the County with validation of compliance. The vacuum system's minimum requirements include filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Contractor shall comply with the manufacturer's specifications for filter bag replacement and follow the manufacturer's recommendation for filter change frequency. Vacuums shall be of brush/brush roller type. Brush/Beater bar rollers are prohibited.

The Contractor shall furnish supplies meeting the Specifications. These supplies and equipment include, but are not limited, to the following:

- Vacuum cleaners
- Floor buffing machines
- Clean, mop heads
- Brushes and rags
- Buckets
- Brooms
- Dusters

L. LABOR AND WAGE REQUIREMENTS

The Contractor is responsible for the payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, and any and all taxes relating to the personnel furnished under this Contract.

The Contractor is responsible for withholding State and Federal Income Taxes and F.I.C.A. Taxes shall also comply with all other laws relating to employees, such as wage and hourly laws, safety and health requirements, and collective bargaining laws.

M. BACKGROUND INVESTIGATIONS

Contractor will provide a multiple state criminal background check, employee's full name, date

of birth, social security number, and copy of valid driver's license or Michigan ID card. This information will be supplied to Facilities Management before contractor's employees can be placed on the job site of any County Facility.

The Contractor shall assume the cost and responsibility to have background checks done for each employee assigned to each facility.

The Contractor shall guarantee the County the performance of this investigation to include all employees, new employees, and replacement employees to be done prior to assignment of a building.

Fingerprinting of all management, supervision, and employees of contractor shall be done at Muskegon County Sheriff Department at contractor's cost. The County runs independent background checks on all potential employees of contractor based on fingerprints. The Muskegon County Courts system and/or the Prosecuting Attorney's office will make the final decision as to any potential employee eligibility to work within any Muskegon County facility.

Background checks shall be repeated for each employee assigned at the commencement of each Contract renewal period unless a new employee has been investigated within thirty (30) days prior to the end of the previous Contract period and is deemed acceptable. The County may require confirmation at any time during the Contract that all employees working at County locations have received favorable background investigations.

The Contractor shall not assign any individual convicted of the following offenses: Abduction, Homicide, Rape, Aggravated Assault, Assault with Intent to Murder, or Assault with Intent to Rob.

The Contractor shall not assign any individual convicted, or having uncompleted probation for the following offenses: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession or Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Robbery, Shoplifting, Distribution of a Controlled Substance, or Theft.

The Contractor may seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

N. CONDUCT OF WORK AND EMPLOYEES' RESPONSIBILITIES

For providing custodial services under this contract, the work week shall be as indicated on the Building Information Summary Chart. In buildings that require a five-day work week, the following holidays will be observed by the contractor:

1. New Year Day, January 1
2. Martin Luther King's Birthday
3. Presidents Day, February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, 1st Monday in September
7. Veteran's Day, November
8. Thanksgiving Day, 4th Thursday in November
9. Day after Thanksgiving, 4th Friday in November
10. Christmas Eve, December 24
11. Christmas Day, December 25

12. New Year's Eve, December 31

Any work necessary to be performed on Saturdays, Sundays or legal County holidays in areas scheduled for seven-day work weeks shall be performed **WITHOUT** additional expense to the County.

At no time during the course of cleaning activities, shall the Contractor leave lights turned on in non-common areas that are unoccupied upon their departure from the space. Non-common areas are defined as, but not limited to, individual offices, conference rooms, copy rooms, and storage rooms (interior walled offices or rooms that are specifically served by an individual light switch). As each room is completed, all lights shall be extinguished. Prior to leaving the building and/or completed section of building, it shall be the responsibility of the Contractor to close and lock all windows, extinguish all lights, except as otherwise directed and to securely fasten and/or lock all doors. Once trash has been disposed of in the dumpsters, employees shall ensure the gates to the containment area are closed and latched. Employees may be required to set alarms at some locations. This information shall be provided to the Contractor prior to commencing work.

The Contractor shall:
Each responder shall also provide a sample sign in sheet and timesheet. All samples should be submitted with the Response.

The Contractor shall require all their employees to wear a badge with photo identification and a uniform stating the company name as identification for admittance into the building and as means of identification during the time their employees are in the building. This is mandatory.

Assure that the Contractor's employees shall not disturb papers on desks, open drawers in any desks or other furniture, use County telephones or any other County equipment or appliances in the building (such as radios, coffee pots, microwave ovens, or televisions), or use equipment or appliances belonging to County employees.

The Contractor shall require their employees to comply with the instructions pertaining to conduct and building regulations. All employees shall sign in and sign out in the facility's security log book upon entering and leaving the building. Sign in and sign out shall be in accordance with the set schedule agreed upon by both the Contractor and the County. Copies of log in sheets shall be submitted with the Contractor's invoice.

The Contractor shall carefully screen, train, and supervise each employee providing services under this Contract. Employees shall comply with all requirements as stated in this solicitation.

The Contractor shall report promptly to the Director, or his designated representative, any building deficiencies such as leaky faucets, stopped toilets or drains, broken fixtures, or any unsafe conditions.

The County may require the dismissal of any employee who the County determines, at its sole discretion, as incompetent, careless, insubordinate, or who violates any governmental law, rule, or regulation in a County facility. Additionally, the County may require the reassignment of any employee whose continued employment is contrary to consistently good relationships with County staff. The County may require, at its sole discretion, reassignment and restricted access of any employee the County believes may be a security risk.

The County, at its discretion and authority, may require the departure from the premises of any employee(s) found to be noncompliant with uniform and badge requirements as set forth in this Contract.

The Contractor shall provide and update as necessary for the County 's on-site records an affirmation of background investigations performed and the employee(s)' acceptability for assignment to the work location. Background investigations of Contractor's employees may be verified by the County at any time during this Contract.

While performing services under this Contract, the Contractor's employees shall not use illegal drugs or alcohol, or be under the influence of illegal drugs or alcohol.

Conduct of Work Qualifications

- The Contractor shall assume all administrative and supervision responsibilities for own staff and ensure all work performed is of high quality in accordance with good practices, procedures, and industry standards. The Contractor shall conform to all Federal, State, and Local Laws and Governmental Regulations.

- The Contractor shall take all necessary precautions for the safety of the employees performing the work under this Contract. The Contractor shall direct and properly maintain at all times, as required by job conditions and work progress, all necessary safeguards for the protection of workmen and the public.

- The Contractor's employees shall not have family members or non-employees present at the assignment location.

- The Contractor's employees shall vacate the County premises promptly upon completion of the assignment.

- Employees of the contractor will eat and take work breaks in specific areas and will not be allowed to eat or take breaks in offices.

Supervision and Personnel

The contractor shall furnish all supervision, technical personnel and labor.

Competent supervision with the minimum of one supervisor is to be furnished by the contractor, and the County reserves the right to judge this supervision satisfactory or require replacement. Supervisor shall be able to communicate orally and fluently in English to Muskegon County staff and Facilities Management Housekeeping Supervisor.

Any contract personnel deemed unacceptable by Muskegon County shall be replaced within 24 hours.

It is the contract vendor's responsibility to familiarize itself and its crew as to the requirements of the contract and to perform all tasks in acceptable and timely manner. It is not Muskegon County's responsibility to remind the contract vendor of contract requirements.

All supervisors and service personnel assigned to work at Muskegon County Facilities shall be thoroughly trained and skilled in safe and proper housekeeping techniques and oriented to the building area, equipment and supplies used and methods applied prior to starting work at County facilities.

Sub-contracting Labor

No sub-contracting of labor is allowed.

O. PERSONNEL REQUIREMENTS

Contractor shall supply Facilities Management with current list of all employees that will perform work in Muskegon County facilities. The list shall be revised upon employee termination and hiring and revised at a minimum, quarterly or anytime employees are added, terminated or

reassigned.

Contractor shall have all service personnel supplied with company badges which shall include at a minimum, an employee name, employee firm, and employee photo. Badges shall be warned at all times that employees are working in/on county facilities. Contractor's employees shall also wear a company uniform at all times. The uniform may consist of a vest or tee shirt with company name and/or logo.

Contractor must be fully staffed on the first day of work under the contract with proper supervision.

P. WORK STANDARDS

The schedule of working hours for accomplishment of custodial services shall be subject to change by mutual agreement between the contractor and the County. Services shall commence no earlier than 5:30 pm and be completed by 11:00 pm, Monday through Friday at the South Campus. Special services can be performed on Saturday or Sunday with proper request and notice.

The Contractor shall perform each work task in accordance with the Standards listed below:

Maintain Carpeted Floors and Rugs

When maintaining carpets and rugs, the Contractor shall clean carpet, rugs, carpet runners, and carpet mats. The Contractor shall vacuum to remove most soil and surface dust. For spot cleaning, the Contractor shall use spot cleaning procedures such as bonnet cleaning and dry foam methods when these will thoroughly remove all streaks, stains, and spots. The Contractor shall clean spots as they are encountered and shall not wait for the County to point them out. When spot cleaning methods are not sufficient or appropriate, the water extraction method shall be used. In addition, the Contractor shall use the water extraction method after a carpet or rug has been dry foam cleaned three (3) consecutive times. Aluminum discs or stiff, heavy neutral color or white paperboard shall be placed under the legs of furniture or other equipment to avoid staining the carpet until the carpet is thoroughly dry. The Contractor shall remove all portable items (i.e. chairs, tables, and waste receptacles) before or during cleaning. The Contractor shall use anti-static chemicals in the complete process of cleaning carpets in rooms containing electronic equipment. All furnishings shall be replaced to their original position upon completion. All cleaning products shall be used pursuant to the manufacturers specifications.

Vacuuming

Prior to vacuuming, the Contractor shall broom or crevice all carpet edges not reachable by vacuum. Leave no dirt, dust, trash or foreign matter in corners, under wall registers, behind doors, under desk, tables, chairs or other furniture. Then the Contractor shall vacuum carpeted floors and rugs with a commercial vacuum cleaner to remove all surface litter, dust, foreign substances, and embedded grit from surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. Carpeted floors and rugs include floor runners, area rugs, carpet entrance mats, and installed carpet. When gum, tar, or other foreign substance is encountered, an appropriate gum remover or spot cleaning method shall be used. After they have been vacuumed, the carpeted floors and rugs shall be free of all detectable soil, embedded grit, litter, and spots.

Winter vacuuming of entrance mats and runners daily is required during or immediately after inclement weather. No salt crystals shall be visible on any floor surface.

Extraction

Water extraction cleaning of carpets consists of spot cleaning, vacuuming, operation of the water extraction equipment, and re-vacuuming of all carpet. Extraction shall be done using equipment, materials, and chemicals specifically designed for water extraction cleaning. The water extraction equipment shall be operated over the entire carpeted area. The instructions provided by the manufacturer of the equipment and the chemicals shall be followed. After operating the equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern that will give the carpet pile a uniform appearance. Upon completion of water extraction cleaning, carpets shall be free of litter, materials such as paper clips and staples, soil, streaks, stains, spots, and embedded dirt; the pile shall be uniform; all furnishings shall be returned to their original positions. Note that certain carpeted areas may require extraction more frequently than others due to different soiling rates, i.e. outside doorways require more extraction than office areas. The work shall be accomplished as directed by the County.

Non-Carpeted Floors

Sweep

The Contractor shall sweep all non-carpeted floors by removing all soil, including dust, dirt, litter, gum, tar, and other substances, from all non-carpeted floor surfaces including those adjacent to and under furniture, fixtures, trash cans, entrance mats, runners, in corners, abutments, baseboards, stair steps and risers, and on hard surface floors, stairs/landings, stages, and elevators. All floors, including areas beneath movable objects smaller than desks or filing cabinets, shall be swept. There should be no dirt or debris left in corners, under desk, chairs, tables, other furniture, behind doors, on stairs or landing. The entire floor surface, including in corners and around wall projections, shall be left clean and free of all soil, streaks, footprints, and spots caused by spills. Leave no dirt where the sweepings were picked up.

All floor boards shall be wiped off and free of dust.

Dust Mop

The Successful Bidder(s) shall dust mop all non-carpeted floors except stair steps and landings and other unsealed concrete floors or stone floors. The Successful Bidder(s) shall return to original positions all furniture and equipment moved during sweeping.

Machine Scrub

The Contractor shall machine scrub floor surfaces that have soiling which cannot be removed through wet mopping. The Successful Bidder(s) shall machine scrub floors, when required, using a neutral cleaner. Apply an appropriate cleaning solution to all areas of the floor. Allow this solution to remain on the floor for three (3) or four (4) minutes. Operate a floor machine over all accessible floor areas and areas that can be reached by moving furnishings. Manually scrub areas that are inaccessible with the machine. Remove the solution from the floor and rinse well with water. Care shall be taken not to leave water or scrubbing solution on the floors longer than necessary to complete the cleaning. Dirty water shall be picked up and the floor shall be rinsed clean until it is free of all solution. Wet Floor signs shall be placed on the floor around the wet area to alert any person in the immediate area. After scrubbing floors, all floor surfaces and grout shall be free of soiling, marks, stains, and free of chemical residue. In the event machine scrubbing is required.

Scrubbing Tile Floors

Scrubbing of tile floors shall be with a power scrubber walk behind or swing machine. All floors shall be swept and free of dirt prior to scrubbing and floor board and partitions of walls meeting floor area shall be washed off with same cleaning agent. Prior to scrubbing

and buffing, heel marks and other marks shall be removed. The floor surface shall be wet mopped and rinsed. The floor finish in the spray buff chemical shall be the same type as that already on the floor. After buffing, the floor shall be swept with a treated cotton mop. For difficult or stubborn areas, a small floor machine shall be used or the surface worked by hand. Chairs and other readily moveable items shall be moved. All spray buff solution shall be removed from baseboards and furniture. Upon completion of spray buffing, the entire floor shall have a uniform coating of floor finish and uniform, glossy appearance, be free of scuffmarks, heel marks, and stains, and all furnishings shall be replaced in their original positions.

Strip/Seal/Wax

The Contractor shall completely strip, seal, and wax the floors when the floor becomes dull or unsightly. Stripping is the complete removal, without damage to the floor surface, of all finish and sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of all non-fixed furnishings. Stripping also includes the complete removal of all marks, cuffs, and stains. The Contractor's stripping chemicals shall comply with the Specifications for the type of finish and sealer being stripped, and shall be in accordance with the manufacturer's directions. All floor surfaces to which stripper has been applied shall be thoroughly rinsed with clean water. If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice. No stripping solution shall remain on baseboards, cove moldings, doors, or other non-floor surfaces. The Contractor shall strip the floor with an auto scrubber and stripper. A finish shall be used on all floor coverings cleaned according to Specifications. Non-slip properties of the floor finish are especially important in stairwell areas. The wax shall be applied to the floor surfaces with a clean cotton mop only after the floor surfaces have been thoroughly cleaned by mopping, scrubbing, or stripping. An application of three (3) coats of wax and sealer shall be required. The application of excessive amounts of wax shall be avoided and excessive buildup of wax shall not be permitted. Sufficient wax shall be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance. After the finish has dried, the reflectance shall be uniform with no streaks or swirls visible. When inspection shows a buildup of wax or other deposits of foreign materials, or wax over dirt, the Contractor shall strip the surface clean and apply new wax. When inspection shows a wax buildup in corners, edges, or flashed on cove moldings or stainless steel kick plates, the Contractor shall remove the wax buildup. All furnishings shall be replaced to original positions. In the event floor stripping, sealing, and waxing is requested, the work shall be performed on a weekend.

Damp Mop Non-Carpeted Floors

The Contractor shall damp mop non-carpeted floors by applying a wetting solution containing appropriate cleaning agent or disinfectant to loosen and suspend soil, removing the soil, and rinsing the floor surface. Before mopping, the Contractor shall sweep the entire floor surface and move all furniture smaller than desks or filing cabinets. The Contractor shall remove all soil and stains from the entire area including stairs. Restrooms, kitchens, and coffee rooms shall be damp mopped with germicidal detergent solution. Upon completion of wet mopping, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, or baseboards; nor mop strands remaining in the area. All furnishings shall be replaced to original positions.

Building Surfaces Maintenance

Building surfaces include interior and exterior glass doors, hardware, walls, partitions, trim, handrails, stair rails, balusters, baseboards, frames, windowsills, ledges, mirrors, grills, restroom fixtures, and other horizontal surfaces.

General Cleaning

The Contractor shall thoroughly clean, sanitize, and polish areas within designated facilities, including all washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, furniture, fixtures, and appliances. The Contractor shall employ appropriate cleaning techniques and use commercial- grade products and equipment to ensure a first-class professionally maintained appearance. The Contractor shall use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains. The Contractor shall clean Plexiglas faces with a soft cloth and an appropriate cleaning agent, using no water or detergents. Upon completion of general cleaning, all surfaces shall be free from soil, smudges, fingerprints, gum, marks, or streaks. General cleaning is not spot cleaning; rather, total surface areas within a building shall be cleaned.

Cleaning/Disinfecting

Properly cleaned and disinfected doors, walls, partitions, trim, baseboards, handrails/stair rails, frames, windowsills, ledges, and horizontal surfaces including their component parts, shall be clean and free from all dirt, dust, film, streaks, smudges, lint, and cobwebs. Restroom/locker room wainscots, stall partitions, doors, and walls shall be free from stains, graffiti, spots, streaks, and cobwebs. Items that state, "disinfect" are considered disinfected when the Contractor uses a liquid or spray product identified as a disinfectant and applies the product in accordance with the manufacturer's instructions, using a clean sponge, wash cloth, or disposable wipe.

Cleaning/Disinfecting Sinks, Commodes, Urinals

Properly cleaned and disinfected washbasins and sinks shall be free from streaks, stains, scale, scum, soap deposits, and odors. Plumbing pipes, fixtures, faucets, and metal ware shall be clean and bright and free of dirt, dust, and deposits.

Damp Wiping and Scrubbing

A surface adequately damp wiped is free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and debris.

This task consist of using a clean damp cloth or sponge to remove all dirt spots, dust and streaks from walls, glass, switch plates, door kick plates, door jambs, elevator tracks, the side face of drinking fountains, doors, all surfaces of wall ventilating units, window sills and other specified surfaces and then drying to a polished appearance when appropriate. Do not leave streaks on surface.

The wetting solution shall contain an appropriate cleaning agent. When damp wiping drinking fountains, and in bathrooms and specified areas in clinics where patients receive services, use a disinfectant and/or deodorizer when appropriate.

Metal Cleaning and Polishing

A properly cleaned and polished metal surface shall be clean and bright and without deposits or tarnish. Metal cleaner shall be quickly removed from adjacent surfaces. Metal cleaner and polish shall be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors.

Spot Cleaning

A smaller surface area within a total surface area is adequately spot-cleaned when it is free of all stains and deposits and is substantially free of cleaning marks.

Dust

Dust includes all surfaces up to and including six (6) feet from the top of the floor surface. The Contractor shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from the height of six (6) feet and below to the floor surface. This includes, but is not limited to the structure, furniture, and equipment surfaces, horizontal, vertical and under surfaces, corners, crevices, moldings, and ledges. In the process of dusting a desk, items on top of the desk such as letters, forms, literature, etc., shall not be disturbed. Additionally, telephones must be lifted and dusted under. Upon completion of dusting, all surfaces five (5) feet from the top of the floor surface and below shall be uniformly clean and free of dust, dry soil, lint, litter, and cobwebs.

Removing dust and dirt shall be accomplished by the most effective means appropriate – treated dusting cloths or vacuuming tools. Leave no dust streaks or oil spots or smudges on dusted surfaces.

- High Dusting

  The Successful Bidder shall accumulate and remove dust, dry soil, lint, litter, and cobwebs from all surfaces including vents above floor level. Ceiling vents shall be thoroughly dust-free. After high dusting, surfaces shall be uniformly clean. Included in high dusting, but not limited to, are light fixtures, globes, shades, plastic type panels, blinds, and ceiling surfaces.

Windows, Glass and Mirror Cleaning

Glass surfaces include windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors. Glass and mirrors are properly cleaned when all accessible surfaces are without streaks, film, smudges, deposits, and stains and have a uniformly bright appearance and adjacent surfaces have been wiped clean. Frames, casings, sills, and ledges shall be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks shall be removed from all adjacent surfaces such as walls, frames, casing, and trim.

Cleaning shall be completed by using a wetting solution containing an appropriate cleaning agent. Clean window using sponge or soft cloth and/or squeegee tool. Dry each surface cleaned in this matter.

All glass surfaces shall be cleaned on both sides; this includes, but is not limited to, the lobby windows, glass cabinet doors and glass panels in the office and passageway doors. All entrance glass shall be cleaned on a nightly basis.

Blinds

The Contractor shall clean blinds, including tapes and cords, to remove all dust, stains, soil, and smudges. Care shall be taken to prevent staining tapes or cords during the cleaning operations. Blinds removed for cleaning shall be replaced immediately upon completion of the cleaning operations; they shall never remain down for more than 48 hours. Upon completion of cleaning blinds, the blinds, tapes, and cords shall be free of dust, stains, soil, and smudges and blinds shall be placed back into the locations from which they were removed.

Polish Metal

The Contractor shall remove tarnish, clean, and polish: brass, stainless steel, and

nonferrous metal push plates, kick plates, door hardware, nameplates, protective and ornamental plates and flanges, railings, furniture, fixtures, and similar items. Metal polish shall be applied by cloth to surfaces being cleaned or polished and not sprayed directly on metal surfaces in order to reduce any slip hazard caused by such agents drifting onto floors. Upon completion of polishing metal, all metal surfaces shall be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and they shall be clean and bright.

Remove Waste

The South Campus is included in an Internal Recycling Initiative: therefore, County employees' receptacles shall NOT be empties by cleaning staff. Rather, the County employees will dispose of their own waste and recycling into the centralized Recycle Stations located throughout the South Campus. Cleaning staff shall empty and wipe the "Landfill Only" bins (Recycle Stations) on a daily basis and replace with a black liner. The "Plastic/Aluminum" and "Paper/Paperboard" (Recycle Stations) shall be wiped and checked daily, emptied when half full, and replaced with a clear liner. Waste collected in black liners, all common areas, break rooms and restrooms receptacles shall be emptied on a daily basis and placed into the trash dumpster. All recycling collected from the Recycling Stations shall be collected in clear liners. The clear liners will be emptied at the centralized Recycle Station and the contents only placed into the recycle dumpsters. The empty clear liner will be disposed separately in the "Landfill Only" bin. Five (5) liners for County employees' receptacles shall be placed on the desk of each County employee the last Monday of each month.

All receptacles in conference rooms, break rooms, and restrooms shall be wiped and emptied and liners replaced on a daily basis.

Note: It is required that janitorial staff wear rubber gloves while emptying waste. The Contractor shall clean up any spill or litter generated by the Contractor's work operations. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers shall be free of trash, spills, foreign substance.

Waste Disposal

Rubbish removal from a central location is the County's responsibility. Contractor shall bag all waste material and place inside trash container. Recycle containers are to be emptied and recycled material to be placed in clear bags and placed in recycling container. Cardboard shall be broken flat and placed loose in the recycling container. Trash/recycling procedures policies shall be strictly followed and enforced.

Clean Ash Receptacles

Sand urns and other ash receptacles shall be emptied and wiped clean. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Contractor shall replace discarded sand. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean, without spots, streaks, or smoking material residue; sand urns shall be clean and free of smoking material, and filled with clean sand. Although the facilities for which the Contractor provide custodial services have been designated "non-smoking" facilities, ash receptacles are provided at building entrances to provide a means for smokers to discard smoking products before entering.

Restrooms

A properly cleaned restroom is uniformly clean and sanitized with no streaks, smudges, deposits, or stains (includes locker rooms and showers where present). A properly cleaned restroom includes service to the following items:

- General Clean
- Remove trash
- Clean mirrors
- Sweep non-carpeted floors
- Wet mop non-carpet floors with a germicidal detergent
- Machine scrub floors that cannot be completely cleaned by wet mopping a germicidal detergent
- Spot Mop
- Fill towel, toilet paper and toilet seat protector dispensers.
- Clean and disinfect all surfaces of fixtures and toilet and bath accessories. Change urinal screens per schedule.
- Clean and disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall- mounted lavatories, urinals, and toilets. Cleaning shall include wall tiles requiring the grout to be scrubbed as needed to remain clean per schedule.
- Damp clean and disinfect all interior and exterior surfaces of toilet bowls, urinals, lavatories, baby changing stations, showers, showerheads, dispensers, soap dishes, and other such surfaces. Note – showers and showerheads may not be a requirement at all locations
- Damp clean and disinfect all surfaces of shower curtains and doors. Note – not all locations have shower facilities.
- Damp clean and disinfect all exterior surfaces of lockers.
- Flush cleaning chemicals through the traps weekly to reduce accumulation of scale.
- Clean and disinfect interior and exterior surfaces of sanitary napkin receptacles, and replace wax bag liner with a new liner.
- Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water
- Clean wall and ceiling vents and air-intakes, removing lint and dust

Special Restroom Cleaning Requirements

The Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of restrooms except mirrors. Contractor shall de-scale toilet bowls and urinals. After de-scaling, the entire surface shall be free of streaks, stains, scale, scum, detergent residue, mineral deposits, and stains. Acid type bowl cleaner shall not be used on floors, walls, or any surfaces other than inside toilet bowls and urinals. Trash shall be removed; all surfaces of restrooms shall be disinfected and there shall be no

streaks, stains, marks, detergent residue, dirt accumulations, mold, fungus, mineral deposits, or soiling on any surface; and dispensers shall be filled.

Clean and Fill Dispensers

Clean and disinfect, then fill towel, toilet paper, and seat protectors upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with quaternary ammonium germicidal detergent, and filled.

Kitchens and Break Rooms

A properly cleaned kitchen or break room is uniformly clean and disinfected as specified below. The Contractor shall perform the following items in order to complete cleaning and servicing kitchens and break rooms:

- General Clean
- Remove trash
- Vacuum rug and carpeted floors
- Sweep non-carpeted floors
- Clean drinking fountain
- Spot Mop
- Wet mop non-carpeted floors with a germicidal detergent
- Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal detergent
- Fill towel and soap dispensers
- Clean and disinfect all surfaces of fixtures and accessories
- Flush cleaning chemicals through the traps weekly to reduce accumulation of scale

Disinfecting

Contractor shall use quaternary ammonium germicidal detergent to clean and disinfect all surfaces of kitchens and coffee rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and break rooms, trash shall have been removed; all surfaces shall be disinfected and there shall be no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets, and disinfect all porcelain and metal surfaces including the orifice and drain. The Contractor shall remove soil and dust from air vents. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be cleaned,

disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris.

Entrances, Entrance Foyers and Atriums

Steps and risers of entrances shall be cleaned and policed for the removal of dirt, mud, trash, and litter. The Contractor shall also clean surfaces under mats. All glass doors and glass panels adjacent to glass doors shall be cleaned. Upon completion of cleaning entrances, all entrance surfaces and entrance mats shall be clean and free of any soil, streaks, and debris, and mats shall be replaced to their original positions.

Custodial Storage Space and Storerooms

The Contractor shall clean custodial storage spaces to the same standards as described in Section 3.10. In addition, the Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing. The Contractor shall store these supplies and any Contractor's furnished items in an orderly and safe manner, insuring proper ventilation of cleaning materials. Upon completion of cleaning and restocking custodial storage spaces, all storage space surfaces shall have been disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces shall be adequately stocked with supplies.

Elevator

A properly cleaned elevator is uniformly clean with no dust, soil, fingerprints, or smudges. The Contractor shall perform the following items in order to complete cleaning and servicing elevators:

- Pick up any trash, food, or debris dropped on floors
- Spot clean spills using appropriate techniques
- Spot clean fingerprints from stainless steel fascia in the elevator landings
- Vacuum/Mop floors to remove dirt and stains
- Remove gum from floors
- Clean walls, car stations, push buttons, kick panels
- Clean door tracks with scrub brush or vacuum cleaner
- Clean stainless steel elevator walls and door sills with clean white cloth
- Spot clean and polish to remove marks and smudges by using a small amount of stainless cleaner
- Clean all stainless steel fascia in the elevator lobby
- Polish stainless steel surfaces

V. CONTRACTOR'S DEFAULT

The prepared contract shall contain sections relating to contractor's default and the resultant compensation due to Muskegon County.

The first relates to when and if the contractor does not begin providing janitorial services on the scheduled date as defined in signed contract.

"If the contractor does not begin providing janitorial services on the scheduled date as defined in signed contract, this shall be considered default. The County may terminate the contract for default [breach or cause]".

The second relates to when and if the contractor violates the contract.

"The contractor's work performance will be continuously evaluated by the contract administrator."

"The contract administrator shall notify the contractor in writing of problems or deviations from previously agreed upon job performance standards."

"It shall be the duty of the contractor to take whatever steps may be necessary to remedy the cause of the complaint."

"If the contractor allows several examples of the same type of offense to occur or does not correct a given offense after being given a written notice for the same by definition, this shall be considered default. The County may terminate the contract for default [breach or cause]".

The third relates to when and if the contractor is unable to perform the janitorial services or fails to perform in the manner defined in the contract for a period of time of five (5) consecutive scheduled working days."

"After written notice to contractor, the County may take over (the janitorial services) and operate any or all of the contractor's equipment used in the performance of this agreement."

"Any and all operating expenses incurred by the County in so doing may be deducted by it from compensation due (to the contractor)."

"Any alarm trigger by the contractor's employees charged to the County by the City Police or Fire departments shall be charged to the contractor and deducted from payment due."

VI. SUBMITTAL CRITERIA

In responding to the "Request for Proposal" the following shall be included as a minimum:

1. The qualifications of the Proposer's firm or individuals to undertake the scope of work specified herein, including the name(s) and qualifications.
2. A narrative describing the program proposed and the manner in which custodial services will be provided. The narrative shall include but not necessarily limited to:
   a. Goals and objectives of the program
   b. Ways of measuring program success
   c. Staffing requirements and method of verifying employee background checks
   d. Equipment and Supplies to be utilized including current supplier list and Material Safety Data sheets
   e. A copy of the Contractor's Employee Handbook identifying items below:
      i. Safety measures and procedures for using chemicals
      ii. Safety measures and procedures for using various equipment
      iii. Policy for storing chemicals
      iv. Policy regarding building Protection and Security of Sites
   f. A written Quality Control Plan
   g. Required Forms
      i. Proposal Certification/Non-Collusion Affirmation
      ii. Minority Vendor Certifications
      iii. Information from Bidders
      iv. Building Staffing

v. Addenda Acknowledgement
vi. References/Work Experience
vii. Certificate Regarding Debarment
viii. Non-Discrimination Statement
ix. W-9 Form

h. In a separate sealed envelope: Proposal Summary

VII. SELECTION PROCESS

This document is a Request for Proposals. It differs from a Request for Bid in that the County is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation.

Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, references, capacity and methodology may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the County. Those criteria that will be used and considered in evaluation for wared are set forth in this document. The County will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

The County will thoroughly review all proposals received. After an initial review of all proposals, a select few proposals will receive further consideration at the sole discretion of the County.

Do not assume the County has any knowledge about your organization and the services you have to offer, nor should you assume the County will conduct any preliminary research into your organization. It is the proposers responsibility to completely and thoroughly document their proposals.

VIII. SELECTION CRITERIA

Responsive proposals will be evaluated on and chosen on the basis of the apparent greatest benefit to the County, including, in order of importance:

1. Understanding of the County's needs and Methodology/Work Plan
2. Experience and qualifications
3. Capacity to perform the work
4. References and past performance
5. Cost / Fees for services rendered

BUILDING SPECIFICATIONS

X= Bidding Tasks for All Sites

Task		Daily	3x / Week	Monthly	Quarterly
Office areas					
Empty receptacles & replace needed liners in Veterans Center and Juvenile Transition Center			X		
Place 5 waste basket liners on each desk on the last Monday of the month in buildings denoted with an "*" below				X	
Dust mop & mop all resilient floors			X		
Vacuum all carpet			X		
Spray & blot any carpet spots		X			
Dust windows & door ledges, pictures, signage and tables, etc.			X		
Stairways sweep & mop			X		
Break rooms and break areas, Common areas, Public areas, Entrances, Meeting rooms, Restrooms, All lobby areas, Waiting areas, Mental Health and Public Health exam & waiting areas					
Empty waste baskets & replace needed liners		X			
Empty & wipe trash section of Recycling Stations & replace with black liners		X			
Empty & wipe recycle sections of Recycling Stations & replace with clear liners when half full		X			
Remove all trash and recycling to designated area		X			
Refill all dispensers (public and private restrooms)		X			
Dust mop & mop resilient floors and cork floors		X			
Vacuum all carpet		X			
Spray and blot any carpet spots		X			
Clean & sanitize drinking fountains		X			

Task		Daily	3x/Week	Monthly	Quarterly
Clean & sanitize counter tops, sinks and touched areas		X			
Dust windows & door ledges, pictures, signage and tables, etc.		X			
Straighten furniture		X			
Turn off lights & set alarms		X			
Insure all doors that need securing are locked. Set alarms as necessary		X			
Complete instructed shut down of heating & cooling equipment		X			
Squeegee clean interior & exterior glass windows, doors, and sidelights		X			
Clean all gum on all carpets and floors		X			
Report required repairs to Facilities Management		X			
Complete and submit quality assurance checklist (all areas)		X			
Dust all flat surfaces			X		
Elevators cleaning of walls, floors, doors and door tracks			X		
Monthly All Areas					
Vacuum or brush fabric chairs				X	
Wipe clean vinyl furniture				X	
Dust / vacuum vents, baseboards, curtains & blinds				X	
Wash doors, door frames and spot clean walls				X	
Clean all entrance runners owned by Muskegon County				X	
Inclement weather all entrance runners must be cleaned of salt residue daily		X			

Task		Daily	3x / Week	Monthly	Quarterly
Daily Restrooms					
Clean & sanitize all fixtures with proper germicidal solution		X			
Clean all mirrors & chrome		X			
Clean & sanitize all counters, dispensers, shelves, baby changers & grab bars		X			
Clean all switch plates & door chrome of fingerprints, splatters & smudges		X			
Refill dispensers & check for proper operation		X			
Sweep & mop floor with germicidal solution		X			
Empty waste baskets & replace liners		X			
Flush floor drains		X			
Monthly Restrooms					
Clean all partitions, doors & door frames				X	
Machine scrub floors with sanitizer				X	
Dust grills, ledges & vents				X	
Change urinal screens				X	
Clean all interior office glass that is accessible				X	

Quarterly Specifications
First quarter work must be totally completed by the third month of contract start, the second quarter work must be totally completed by the sixth month of contract, the third quarter work must be totally completed by the ninth month of contact and the fourth quarter work totally completed by the twelfth month of contract. Lift and replace runners during waxing.

Annual Specifications
Work must be totally completed within sixty days from start of contract.

All buildings will be serviced between the hours specified in section IV. P. Work Standards. Other times for cleaning shall be arranged with and approved by the Muskegon County Facilities Management Department prior to starting.

REFERENCES/WORK EXPERIENCE

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed. The County reserves the right to conduct a site visit to a building currently being cleaned by the contractor.

1. Company Name: City of Kalamazoo
   Street Address:
   City/State/Zip Code:
   Contact Person: FRANK Renaldi
   Telephone No.: 269-337-8129
   Email Address:

2. Company Name: City of Portage
   Street Address:
   City/State/Zip Code:
   Contact Person: Cheri Branch
   Telephone No.: 269-329-4449
   Email Address:

3. Company Name: OCEANA County
   Street Address:
   City/State/Zip Code:
   Contact Person: Curt McClellan
   Telephone No.: 231-873-6744
   Email Address:

COUNTY OF MUSKEGON
CERT. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
   - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
   - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
   - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

AARON PANEK - Division Partner — Professional Building Services

Name/Title of Authorized Representative — Name of Participant Agency or Firm

Signature of Authorized Representative — 5/1/19 Date

☐ I am unable to certify to the above statement. Attached is my explanation.

COUNTY OF MUSKEGON
NON-DISCRIMINATION STATEMENT

Contractor Name: Professional Building Services

Project Name: Custodial & Cleaning Services at South Campus Sites

Project #: 19-2324

The responder's signature indicates that respondent agrees that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this responder.

Responder further agrees that every subcontract entered into for the performance of this contract will contain a provision prohibiting discrimination against minority, women and handicapper owned businesses in subcontracting, and making discrimination a material breach of contract.

Authorized Signature

5/1/19
Date

Note: Failure to submit the signed statement as part of the proposal will be cause for rejection of the proposal.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
VERNA SURPRENANT

2 Business name/disregarded entity name, if different from above
PROFESSIONAL Building SERVICES LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸ S
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1540 HENDRICK Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
MUSKEGON MI 49441

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
30-0952715

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▸ [signature] Date ▸ 5/1/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NO PROPOSAL RESPONSE FORM

Muskegon County Procurement Office
Central Services Building, 2nd Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
purchasing@co.muskegon.mi.us
Fax (231) 724-3337

We would appreciate you completing this form if you do not intend to respond to this request.

Proposal No: 19-2324 **Name:** Custodial & Cleaning Services at South Campus Sites **Due Date:** _____

	Response
1. Specifications are too tight, i.e., geared toward one (1) brand or Manufacturer only (explain below).	_____
2. Specifications are unclear (explain below).	_____
3. We are unable to meet specifications.	_____
4. Insufficient time to respond.	_____
5. Our schedule would not permit us to perform within the required time.	_____
6. We are unable to meet bond requirements.	_____
7. We are unable to meet insurance requirements.	_____
8. We do not offer this product or service.	_____
9. Other (explain below).	_____

REMARKS:

_____

_____

_____

_____

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

PROPOSAL CONDITIONS/INSTRUCTIONS TO RESPONDERS

These conditions are an integral part of the request for proposals and the vendor must comply with them.

1. Proposal Submittals
   Responder must submit proposals on these forms as requested. Proposals may be submitted electronically or at the Bid Net site. Respondents are requested to submit two (2) sealed documents. The first document labeled "Original Proposal Response" and the second labeled "Original Pricing Response".

   Each document should have the following contents inside:

   Original Proposal Response Contents include:
   - 2 Copies of the Proposal labeled "Original" (No Pricing Included)
   - Any samples or brochures

   Original Pricing Response Contents include:
   - 1 Copy of the Pricing labeled "Original"
   - (For Physical Submittals Only) 1 Digital Copy of the Proposal & Pricing saved as separate files in PDF Format. If no digital file is available, a second hard copy can be provided. Please label the second hard copy as "COPY". Professional binding not preferred.

   For electronic submission, proposals may be submitted at the Bid Net site only. Proposal offers sent by other electronic devices are NOT acceptable and will be rejected upon receipt.

   For physical submittal, the proposal must be sealed. The responder must clearly write the bid name and number on the outside of the envelope along with the responder's business name. Sample labels are provided in the solicitation packet for the respondent's convenience.

   Respondents will be expected to allow adequate time for delivery regardless of the submission method chosen (e.g. postal service, or upload time).

2. Invoices and Payment Terms
   Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than fifteen (15) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

3. Specifications Inquires / Proposal Procedure Inquires
   The sole point of contact concerning the Request for Proposal (RFP) is the Muskegon County Procurement Office at purchasing@co.muskegon.mi.us.

   Contacting any other personnel, agent, consultant or representative may result in disqualification.

   Questions must be emailed to purchasing@co.muskegon.mi.us no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on www.bidnetdirect.com.

4. Response Preparation.
   Responders must follow the instructions and provide a complete response to all specifications. Responder should include its company name in the header of all response documents.

5. Recommended Site Visit/Meetings
A representative from the responder's company is encouraged to attend the recommended site visit / meeting. This is not a mandatory meeting and therefore failure to attend the site visit/ meeting will not result in the respondent being disqualified from bidding. Bidders in attendance will be provided the opportunity to view the site and ask questions.

6. Clarification Request
If the County determines, after the deadline to submit proposals, that a responder's proposal is not clear, the County reserves the right to issue a request ('Clarification Request") to a responder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

7. Reservations
The County reserves the right to discontinue the RFP process at any time for sound, documentable business reasons. The issuance of an RFP, your preparation and submission of a proposal and the County's subsequent receipt and evaluation of your proposal does not commit the County to award a contract to you or anyone, even if all the requirements in the RFP are met.

8. Award
The award of a County contract will be made to the responsive and responsible responder who offers the best value to the County. The following criteria may be considered by the County in selecting the best value: a) Ability to perform the service required within the specified time; b) Conformance to specifications; c) The quality of the performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) respondent references.

9. Vendor/Respondent Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1
The vendor must contact the Director of Finance/Assistant County Administrator within seven (7) days of the incident about which he or she has a complaint. The Director of Finance/Assistant County Administrator will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2
If the vendor is dissatisfied with the Director of Finance/Assistant County Administrator's reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.

10. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a responder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A responder's designation of material as confidential will not necessarily be conclusive, and the responder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

11. Rights to Information Contained in Proposals
All Proposals will be considered the property of Muskegon County.

12. Vendor Samples, Brochures and Literature
Include brochures, literatures and samples if available. Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's

expense. Samples of selected items may be retained for comparison purposes.

13. Insurance Requirements
The vendor should enclose with his or her proposal an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this proposal. This must be furnished before the awarding of the proposal and before the signing of any County/vendor agreements and/or work performed by the vendor.

14. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action, as it deems necessary in the best interest of the County of Muskegon.

15. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposals and disputer about proposals. Lack of knowledge by a vendor about applicable law is not a defense.

16. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.

17. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

18. Entire Agreement
The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppels.

19. Responder/Offeror Representation
Each responder/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this Request for Proposal.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

20. Subcontracting
No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

21. Assignment
Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

22. Civil Rights

A. The vendor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this vendor.

   Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The vendor shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

B. The vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.

C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

23. Alternates & Deviations
Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance/Assistant County Administrator or their authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

24. Michigan Iran Economic Sanctions Act, 2012 P.A. 517
Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

25. Responder Arrears
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, responders/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

26. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance/Assistant County

Administrator as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

27. Proposal Opening
Proposals will be opened and read publicly in the Muskegon County Accounts Payable Office, Central Services Building, 2nd Floor, 141 E. Apple Avenue, East Entrance, Muskegon, Michigan per the date and time listed on the cover page.

28. Telegraphic/Electronic Proposal Submittal
Proposers that desire to submit a proposal electronically must submit through the Bid Net site at www.bidnetdirect.com/mitn/muskegon-county. All other methods of telegraphic and or proposal offers sent by electronic devices (e.g. facsimile machines or electronic mail) are ***NOT*** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

29. Proposal Changes
No late proposals will be accepted. Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

30. Purchase Order
A purchase order will be issued to the successful vendor after the proposal has been awarded. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued.

31. Accelerated Pay Discounts
Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment within thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

32. Proposal Results
Responders who submitted a proposal and who wish to know the results after the award may visit the Bid Net Direct web site at www.bidnetdirect.com/mitn/muskegon-county.

33. Taxes
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Sales Tax Exemption Certificates for the County will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax free, or tax reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for responder viewing upon request at www.co.muskegon.mi.us/financeandmgt/pur_forms.htm . The County's Federal ID # 38-6006063.

34. For the benefit of brevity, when the pronouns "he" or "his"/"she" or "her" are used, it is not intended to denote the gender of any person.

35. Exceptions
The responder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. ***Failure to furnish the statement will mean***

that the responder agrees to meet all requirements of the terms, conditions and specifications.

36. Brand Names
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The responder may offer any equivalent product, which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If responder fails to name a substitute, goods identical to the specified standard must be furnished.

37. Ownership and Use of Documents
    a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.

    b. The vendor will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.

38. Termination for Convenience
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount, which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits, which may have been earned up to the date of termination.

39. Termination for Default
Muskegon County may terminate a solicitation or contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County does not pay for cost associated with the solicitation process. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount, which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits, which may have been earned up to the date of termination.

40. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

41. Rights and Remedies of County for Default
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the

County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

42. Avoidance of Conflict of Interest and Confidentiality
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

    a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.

    b. Contractor will not undertake a specific activity, which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.

    c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

43. Proposal conditions/instructions to responder, specifications/requirements may become part of a contract for this product/service.

44. Debarment
If a responder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits your firm from participating in any procurement, the responder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

45. Responder Registration
Vendor registration, as well as the request for proposal materials, is available on the Michigan Intergovernmental Trade Network's (MITN) web site at www.bidnetdirect.com/mitn/muskegon-county.

46. Cooperative Bidding
Various municipalities (consisting of the County, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the bid extend to members of the group the same prices proposed in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.

47. Proposal Award/Contract Renewal Option
The proposal award/contract is for a five (5) year agreement between both parties.

COUNTY OF MUSKEGON
INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, 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.

3. **Automobile Liability**, including Michigan No-Fault Coverages, 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.

4. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers Compensation Insurance, shall include an endorsement stating the following shall be ***Additional Insureds***: The County of Muskegon, 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 by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.

5. **Janitorial Bond:** The Contractor shall procure and maintain during the life of this contract, a separate Janitorial Bond with a limit not less than $10,000. This bond should be submitted to the County of Muskegon annually to verify its placement

6. **Cancellation Notice**: Policies, 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: (County of Muskegon, Attention: Procurement, 141 E. Apple Avenue, Muskegon, Michigan 49442).

7. **Proof of Insurance Coverage:** The Contractor shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

   Required liability limits may be obtained by using and Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

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

8. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

   To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

MUSKEGON COUNTY
ACCOUNTS PAYABLE OFFICE
CENTRAL SERVICES BUILDING
141 E APPLE AVE
MUSKEGON MI 49442

RFP 19-2324
Custodial & Cleaning Services at South Campus Sites –Technical Proposal

Sample Labels for submitting Proposals

MUSKEGON COUNTY
ACCOUNTS PAYABLE OFFICE
CENTRAL SERVICES BUILDING
141 E APPLE AVE
MUSKEGON MI 49442

RFP 19-2324
Custodial & Cleaning Services at South Campus Sites –Pricing Proposal

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN THE COUNTY OF MUSKEGON AND (Enter Contractor Name)

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and **(Enter Contractor Name)**, having its principal place of business at **(Enter Contractor Address)** (hereinafter referred to as "Contractor"), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. **(County Employee Name & Title)** at phone number **(231-724-xxxx)** is the representative of County and will administer this Agreement for and on behalf of County. **(Enter Contractor Representative)** at phone number **(Enter Phone Number)** is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

   To County: **(County Employee Name)**
   (County Department)
   (Address)
   (City/State/Zip)

   To Contractor: (Name)
   (Company)
   (Address, State, Zip)

   or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICE. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contractor shall commence performance on (enter date) and end performance upon completion, but no later than (enter date), unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above, following completion of the increments identified in Exhibit A. Unless otherwise specified in Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Contractor represents that contractor has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Contractor shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Contractor, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Contractor agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Contractor shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

    Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied, 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production. Contractor shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

    All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

12. RECORDS, AUDIT AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and

shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Contractor is required to provide proof of the minimum levels of insurance coverage as indicated in the attached Exhibit A. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Contractor's performance of services under the terms of this Agreement, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

    The insurance shall be written for not less than the minimum coverage specified in Exhibit A or as required by law, whichever is greater. All deductible amounts for any of the required polices are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

    If a motor vehicle is used to provide services or products under this Agreement, the Contractor must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

    Additionally, assurance is given to County that good-faith efforts will be made to identify and encourage the participation of minority-, women- and handicapper-owned businesses in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-, women- and handicapper-owned business in subcontracting; and (2) making discrimination a material breach of contract.

16. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and the County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

17. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION.

    A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of this notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

        i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

           Notwithstanding any other payment provisions of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

        ii. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

    B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit A, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

25. SUCCESSORS AND ASIGNS. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. NO THIRD-PARTY BENEFICIARY. No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff, visitors, residents, or other individuals who may have business through the County.

27. COMPLIANCE WITH THE LAW. Contractor shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

28. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

29. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

30. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.

32. PRECEDENCE. In the event of the conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated:_____ By:_____

, Chairperson
County Board of Commissioners

(Enter Contractor Name)

Dated:_____ By:_____

Its:_____

THIS PROPOSAL SUMMARY PAGE, AS WELL AS YOUR DETAILED BUDGET AND ANY OTHER PRICING, MUST BE IN A SEPARATE SEALED ENVELOPE MARKED "RFP 19-2324 – PRICING". REFER TO PROPOSAL CONDITIONS /INSTRUCTIONS TO RESPONDENTS FOR MORE DETAILS ON HOW TO PROPERLY ASSEMBLE AND SEAL THE PROPOSAL PACKET.

PROPOSAL SUMMARY

All costs (including labor, tools, equipment, materials, shipping, handling and all other costs) must be included in the total price. If there are any rebates or special qualifying programs please indicate their value and what must be done to qualify. The pricing information provided must be complete this includes any additional taxes, surcharges or other fees that may be passed on to the County on the invoices. The minimum time this bid will be in force is 90 days.

Respondents are to submit prices in the table below. Every line (space) must contain a figure, zero (0), line (-) or "No Bid". Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double-check your addition, subtraction and multiplication.)

Proposal Contract Year 1:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$ 1134	$ 13608	$ 1.16
Starks Hall	$ 1051	$ 12612	$ .71
Public Health	$ 1057	$ 12684	$ 1.01
TEROD Building	$ 898	$ 10776	$ .83
Central Services	$ 743	$ 8916	$ .75
Juvenile Transition Center	$ 475	$ 5700	$ 1.43
Veterans Building	$ 746	$ 8952	$ 1.08
Jewell Hall	$ 806	$ 9672	$ .96

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: Professional Building Services

Signature: [illegible]

Printed Name: AARON PANEK

PROPOSAL SUMMARY
PAGE 2

Proposal Contract Year 2:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$ 1134	$ 13608	$ 1.16
Starks Hall	$ 1051	$ 12612	$ .71
Public Health	$ 1057	$ 12684	$ 1.01
TEROD Building	$ 898	$ 10776	$ .83
Central Services	$ 743	$ 8916	$ .75
Juvenile Transition Center	$ 475	$ 5700	$ 1.43
Veterans Building	$ 746	$ 8952	$ 1.08
Jewell Hall	$ 806	$ 9672	$ .96

Proposal Contract Year 3:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$ 1134	$ 13608	$ 1.16
Starks Hall	$ 1051	$ 12612	$ .71
Public Health	$ 1057	$ 12684	$ 1.01
TEROD Building	$ 898	$ 10776	$ .83
Central Services	$ 743	$ 8916	$ .75
Juvenile Transition Center	$ 475	$ 5700	$ 1.43
Veterans Building	$ 746	$ 8952	$ 1.08
Jewell Hall	$ 806	$ 9672	$ .96

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: Professional Building Services

Signature: [signature]

Printed Name: AARON PANEK

PROPOSAL SUMMARY
PAGE 3

Proposal Contract Year 4:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$ 1134	$ 13608	$ 1.16
Starks Hall	$ 1051	$ 12612	$ .71
Public Health	$ 1057	$ 12684	$ 1.01
TEROD Building	$ 898	$ 10776	$ .83
Central Services	$ 743	$ 8916	$ .75
Juvenile Transition Center	$ 475	$ 5700	$ 1.43
Veterans Building	$ 746	$ 8952	$ 1.08
Jewell Hall	$ 806	$ 9672	$ .96

Proposal Contract Year 5:

Building / Complex	Monthly Cleaning Total Cost	Annual Cleaning Total Cost	Total Cost per Square Ft. of Building/Complex
Johnny O. Harris	$ 1134	$ 13608	$ 1.16
Starks Hall	$ 1051	$ 12612	$ .71
Public Health	$ 1057	$ 12684	$ 1.01
TEROD Building	$ 898	$ 10776	$ .83
Central Services	$ 743	$ 8916	$ .75
Juvenile Transition Center	$ 475	$ 5700	$ 1.43
Veterans Building	$ 746	$ 8952	$ 1.08
Jewell Hall	$ 806	$ 9672	$ .96

**Total cost per square foot is requested in the event it is necessary to add or subtract services from a building/complex.*

Company Name: Professional Building Services

Signature: [signature]

Printed Name: AARON PANEK

THIS PROPOSAL SUMMARY PAGE, AS WELL AS YOUR DETAILED BUDGET AND ANY OTHER PRICING, MUST BE IN A SEPARATE SEALED ENVELOPE MARKED "RFP 19-2324 – PRICING". REFER TO PROPOSAL CONDITIONS /INSTRUCTIONS TO RESPONDENTS FOR MORE DETAILS ON HOW TO PROPERLY ASSEMBLE AND SEAL THE PROPOSAL PACKET.

ALTERNATE PROPOSAL SUMMARY

All costs (including labor, tools, equipment, materials, shipping, handling and all other costs) must be included in the total price. If there are any rebates or special qualifying programs please indicate, their value and what must be done to qualify. The pricing information provided must be complete this includes any additional taxes, surcharges or other fees that may be passed on to the County on the invoices. The minimum time this bid will be in force is 90 days.

Respondents are to submit prices in the table provided below. Every line (space) must contain a figure, zero (0), line (-) or "No Bid". Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double-check your addition, subtraction and multiplication.)

Contract Year 1:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$125 1-1000 sqft / .12/sqft 1001+ sqft
Starks Hall	$ SAME AS ABOVE
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 2:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$125 1-1000 sqft / .12/sqft 1001+ sqft
Starks Hall	$ SAME AS ABOVE
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Company Name: Professional Building Services

Signature:

Printed Name: AARON PANEK

ALTERNATE PROPOSAL SUMMARY (Cont.)

Contract Year 3:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$125 1-1000sqft / .12/sqft 1001+ sqft
Starks Hall	$ SAME AS ABOVE
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 4:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$125 1-1000sqft / .12/sqft 1001+ sqft
Starks Hall	$ SAME AS ABOVE
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Contract Year 5:

Building / Complex	Carpet Extraction per Square Ft.
Johnny O Harris	$125 1-1000sqft / .12/sqft 1001+ sqft
Starks Hall	$ SAME AS ABOVE
Public Health	$
TEROD Building	$
Central Services	$
Juvenile Transition Center	$
Veterans Building	$
Jewell Hall	$

Company Name: Professional Building Services

Signature:

Printed Name: AARON PATEK

EXHIBIT C

CONTRACTOR INSURANCE & BONDS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lighthouse Insurance Group, Inc.
56 Grandville Ave, Ste 300
Grand Rapids MI 49503

CONTACT NAME: Christine Vredevelt
PHONE (A/C, No, Ext): (800) 344-3531 FAX (A/C, No): (616) 455-9489
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acuity A Mutual Insurance Company	14184
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Professional Building Services LLC
PO Box 1702
Muskegon MI 49443

COVERAGES CERTIFICATE NUMBER: 19/20 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		Z47553	6/10/2019	6/10/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							AIOAS	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			Z47553	6/10/2019	6/10/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z47553	6/10/2019	6/10/2020	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Special Provisions Apply, Endorsements Will Be Attached.

CERTIFICATE HOLDER
FinkSt@co.muskegon.mi.us
County of Muskegon
131 E. Apple Avenue, 4th Floor
Muskegon, MI 49442

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jacob Lazar/JLAZAR

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:
   a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (2) Supervisory, inspection, architectural or engineering activities.
   b. *Bodily injury* or *property damage* occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:
   a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (2) Supervisory, inspection, architectural or engineering activities.
   b. *Bodily injury* or *property damage* occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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BIS-PAK® COMMON POLICY CONDITIONS

All coverages of this Coverage Part are subject to the following conditions.

A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:
   a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium.
   b. Thirty days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

H. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering

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HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Insurance is provided as stated below.

a. Hired Auto Liability

The insurance provided under the Liability and Medical Expenses Coverages Section, paragraph 1, Business Liability, applies to *bodily injury* or *property damage* arising out of the maintenance or use of a *hired auto* by you or your *employees* in the course of your business.

b. Nonowned Auto Liability

The insurance provided under the Liability and Medical Expenses Coverages Section, paragraph 1, Business Liability, applies to *bodily injury* or *property damage* arising out of the use of any *nonowned auto* in your business.

2. For insurance provided by this endorsement only:

a. The exclusions under paragraph 1, Applicable to Business Liability Coverage, other than exclusions a, b, d, f and i and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

(1) *Bodily injury* to:

(a) An *employee* of the insured arising out of and in the course of:

(i) Employment by the insured; or

(ii) Performing duties related to the conduct of the insured's business; or

(b) The spouse, child, parent, brother or sister of that *employee* as a consequence of (a) above.

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(a) Liability assumed by the insured under an *insured contract;* or

(b) *Bodily injury* arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

(2) *Property damage* to:

(a) Property owned or being transported by, or rented or loaned to the insured; or

(b) Property in the care, custody or control of the insured.

b. Who Is an Insured is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth:

(1) You for any covered auto.

(2) Anyone else while using with your permission a covered auto you lease, hire, rent or borrow except:

(a) The owner or anyone else from whom you lease, hire, rent or borrow a covered auto. This exception does not apply if the covered auto is a trailer connected to a covered auto you own.

(b) Your employee if the covered auto is owned by that employee or a member of his or her household.

(c) Someone using a covered auto while he or she is working in an auto business unless that business is yours.

(d) Anyone other than your employees, partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower of any of their employees, while moving property to or from a covered auto.

(e) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered auto owned by him or her or a member of his or her household.

(f) Any person engaged in the business of his or her employer for bodily injury to any co-employee of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such bodily injury, or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Anyone liable for the conduct of the insured described above but only to the

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extent of that liability.

3. The following additional definitions apply:

   a. *"Auto business"* means the business or occupation of selling, repairing, servicing, storing or parking *autos.*

   b. *"Hired Auto"* means only those *autos* you lease, hire, rent or borrow. This does not include any *auto* you lease, hire, rent or borrow:

      (1) From any of your *employees,* partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

      (2) If the lease or rental agreement involving that *auto* is for a term of longer than 30 consecutive days.

   c. *"Nonowned Auto"* means only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business.

4. The insurance provided under this endorsement is not subject to item 4, Aggregate Limits, of the Liability and Medical Expenses Limits of Insurance Section.

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Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 64689171

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Professional Building Services LLC of P.O. Box 1702, Muskegon, MI 49443 (the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being One Hundred Thousand and 00/100 DOLLARS ($100,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:
SECTION 1. The term of this bond begins with the 1st day of July, 2019, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:
SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:
SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:
SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:
SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:
SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:
SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:
SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

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SALVAGE:
SECTION 9. If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:
SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligee or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:
SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:
SECTION 12. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:
SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:
SECTION 14. The Obligee shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligee. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:
SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

a. The Obligee's inability to realize income that would have been realized had there been no loss covered by this bond.
b. Payment of damages of any type for which the Obligee is legally liable. Compensatory damages arising directly from a covered loss will be paid.
c. Payment of costs, fees, or other expenses incurred by the Obligee in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:
SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED June 24th, 2019.

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 1st day of July, 2019, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 64689171, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Professional Building Services LLC.

Signed this 24th day of June, 2019.

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F7948-4-2008

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

TO THE INSURED:

Enclosed is the JANITORIAL SERVICES BOND you requested. **To protect you and your employees against unjustified allegations of dishonesty, the employee must be <u>convicted</u> before coverage will apply.**

You have taken the first step toward protecting your subscribers from potential losses due to dishonest acts of your employees. To more completely protect your subscribers, you should make sure your business has the following controls over employees when working at a third-party's place of business or home.

1. Thorough BACKGROUND AND REFERENCE CHECKS before hiring.

2. On-site SUPERVISION of employees.

3. Adequate CONTROL OVER KEYS AND BUILDING ACCESS.

4. Unannounced INSPECTIONS of employees at work site.

With these controls and a bond, the likelihood of a loss to your subscribers is substantially reduced.

Sincerely,

Paul T. Bruflat
Senior Vice President

Enclosure

CNA SURETY

Transaction Report & Invoice

CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Principal Information: ID:

Professional Building Services LLC
P.O. Box 1702

Muskegon, MI 49443

Agency Code: 21-16173

Lighthouse Insurance Group, Inc.
56 Grandville Ave. SW #300
Grand Rapids, MI 49503

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Transaction Effective Date: 07/01/2019

Bond/Policy #: 64689171

Written By: Western Surety Company

Description: Janitorial Service

Obligee:

Effective Date: 07/01/2019
Expiration Date: 07/01/2020
Current Penalty: $100,000.00
Renewal Method:

Gross Premium Charge: $683.00
Commission Amount: $136.60
Net Amount Due: $546.40

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	64689171	07/01/2019	07/01/2020	06/24/2019	$100,000.00

PRINCIPAL Professional Building Services LLC
P.O. Box 1702, Muskegon, MI 49443

RISK STATE MI WRITTEN BY Western Surety Company
DESCRIPTION Janitorial Service

OBLIGEE

AGENCY CODE
21-16173

$683.00

Your agent is: Lighthouse Insurance Group, Inc.
56 Grandville Ave. SW #300
Grand Rapids, MI 49503

Western Surety Company

0003001 021161730000070120 19 0060100646891710 0 00000005464000