



Cass County Building and Grounds

REQUEST FOR PROPOSAL

June 13, 2022

The County of Cass, Michigan is seeking to obtain Request for Qualifications/Proposal for Janitorial Services required by the County for the Central Dispatch/Emergency Management Center, County Building, Employee Fitness Center, Law & Courts Building, Sheriff's Department and Animal Control. The enclosed Request for Qualifications/Proposal provides detailed information about the type of services needed and the selection process. A copy of a sample contract is also included. Vendors receiving this have attended previous "walk-throughs" so there is no requirement to attend another. Should any vendor desire a walk through please contact Matthew Newton, Deputy County Administrator. Sealed Completed Request for Qualifications/Proposal will be due on June 30, 2022, by 2:00 PM with a public opening at 2:35 PM in room 210 of the County Building.

If additional information is needed, please contact me as outlined in the Request for Qualifications/Proposal.

Thank you,

Matthew Newton, Deputy Administrator

INDEPENDENT CONTRACTOR CUSTODIAL MAINTENANCE AGREEMENT

AGREEMENT entered this ____ day of July 2022, by and between the County of Cass ("County") and _____.

WHEREAS, the County is in need of janitorial and cleaning services for the maintenance and upkeep of:

Animal Control, 323 M-62
Central Dispatch/Emergency Management Center, 130 N. Broadway (Upstairs)
County Building, 120 N. Broadway Street
Employee Fitness Center, 130 N. Broadway Street (Downstairs)
Law & Courts Building, 60296 M-62
Sheriff's Department, 321 M-62

located in Cassopolis, Michigan; and

WHEREAS, the Contractor is qualified to provide such services and desires to perform the same.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

A. Services to be performed by the Contractor:

1. The Contractor shall provide janitorial services to the Animal Control Building, Central Dispatch/Emergency Management Center, County Building, Employee Fitness Center, Law & Courts Building and Sheriff's Department pursuant to and in accordance with the General Conditions (Exhibit A) and the sanitation specification that are incorporated by reference into this Agreement and made a part thereof.
2. The Contractor shall provide, at its own expense, all equipment, labor and cleaning materials required for the performance of the services to be provided under this Agreement.

B. Compensation

1. For performance of the services more fully described in Exhibit A, the County shall pay to Contractor the sum of \$_____, to be paid on or before the 30th day of the month immediately following the month in which the services have been completed.

C. Representations and Warranties of Contractor

1. The Contractor represents and warrants that its performance under this Agreement shall be in a workmanlike manner and shall meet the satisfaction and approval of the County Administrator or his/her designee. The Contractor agrees that a designated representative or agent of the County shall have the right to inspect Contractor's performance of its services at any time.
2. The Contractor represents and warrants that all of its employees performing services on the County's premises will sign a condition of employment with the Contractor that states that they have never been convicted of any felony or any misdemeanor involving theft or dishonesty. The Contractor shall furnish to Cass County information meeting the above criteria on each employee.
3. The Contractor represents and warrants that it will perform reasonable employment reference checks and obtain a criminal history background check from the Michigan State Police on each employee of the Contractor working on the County's premises. The Contractor shall not employ on the County's premises any employee who has been convicted of any felony or any misdemeanor involving theft or dishonesty, or any employee who has been fired from a job for theft or dishonesty.

4. The Contractor represents and warrants that it shall render the services required by this Agreement in complete compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall also meet all federal, state, and local license and authorization requirements.
5. The Contractor represents and warrants that it shall adhere to Federal, state, and local laws, ordinances, and regulations prohibiting discrimination with regard to persons seeking employment. The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, sexual orientation, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

D. Independent Contractor.

1. It is expressly understood and agreed that the Contractor is an Independent Contractor. The personnel employed by the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servant, or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick leave or vacation leave, or longevity. The Contractor shall be responsible for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxes, to the proper federal, state, and local governments. The Contractor shall carry worker's compensation and unemployment compensation coverage for its employees, as required by law.

E. Insurance.

1. The Contractor shall procure, pay the premium on, keep and maintain during the term of this Agreement the insurance coverage as required by this paragraph. Workers Compensation and Employer Liability: statutory requirements and employer liability with limits of \$1,000,000. Commercial General Liability: at least \$1,000,000 for each occurrence of Bodily Injury/Property Damage and \$2,000,000 aggregate. Insurance policies obtained by the Contractor for the services it provides hereunder shall name the County as an additional insured. The Contractor shall provide the County with a Certificate of Insurance evidencing the insurance coverage required by this paragraph. The insurance will not be canceled, nor any major changes made in the policy that restrict or reduce the insurance provided or change the name of the insured without first giving ten (10) days notice in writing to Cass County.

F. Term and Termination.

1. The Contractor shall commence performance of the services and obligations required of it under this Agreement on _____ and shall continue until _____. This contract may be renewed, and price adjustments negotiated annually 4 times. All submissions for invitation to bid will be itemized with a monthly charge on price page.
2. Either party may terminate this Agreement upon the material breach by the other party of any one or more of the terms and conditions of the Agreement or its Exhibits. The party so failing shall be notified in writing by the other party of the failure and, unless cured or a satisfactory resolution has been agreed upon with thirty (30) calendar days of said written notification, the non-breaching party may terminate this Agreement.
3. This Agreement may be terminated by either party with 90 days' notice.
4. In the event of early termination of this Agreement, the County shall reimburse the Contractor for services rendered by the Contractor up to the effective date of termination on a prorated basis, based upon the number of days in the month of the termination.

G. Indemnification.

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its officers and employees, from and against costs, losses and damages (including, but not limited to reasonable fees and charges of attorneys and other professionals, and reasonable court or arbitration or other disputed resolution costs) caused solely by the negligent acts, errors, or omissions of the Contractor

or Contractor's officers, directors and employees in the performance of Contractor's services under this Agreement.

H. Dispute Resolution.

1. The County and the Contractor agree that they shall diligently pursue resolution of all disagreements for a period of thirty (30) days, using a mutually acceptable form of mediated dispute resolution, prior to exercising their rights under other provisions of this Agreement or under the law. Disagreements consisting of claims, counter-claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement shall be in writing.

I. Waivers.

1. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

J. Modification of Agreement.

1. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

K. Assignment.

1. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County.

L. Disregarding Titles.

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

M. Completeness of the Agreement.

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

N. Invalid Provisions.

1. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

O. Certification.

1. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that said parties have authorized this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

Witness

By: _____
Chair, Board of Commissioners

Dated: _____

Witness

By: _____

Dated: _____

PART I – DESCRIPTION OF SERVICES REQUESTED

A. PURPOSE:

The County of Cass is inviting sealed written proposals for Janitorial Services for the Animal Control Building, Central Dispatch/Emergency Management Center, County Building, Employee Fitness Center, Law & Courts Building and Sheriff’s Department all located within Cassopolis, Michigan. There are approximately 81,260 “cleanable” square feet.

B. SQUARE FOOTAGE BY LOCATION

- Animal Control, 323 M-62, 1,000 ft²
- Central Dispatch/Emergency Management Center, 130 N. Broadway (Upstairs), 2,330 ft²
- County Building, 120 N. Broadway, 31,000 ft²
- Employee Fitness Center, 130 N. Broadway, (Downstairs), 2,330 ft²
- Law & Courts Building, 60296 M-62, 42,000 ft²
- Sheriff’s Department, 321 M-62, 2,500 ft²

C. SCOPE OF WORK

The Contractor shall provide janitorial services to the Animal Control Building, Central Dispatch/Emergency Management Center, County Building, Employee Fitness Center, Law & Courts Building and Sheriff’s Department. The Contractor shall provide, at its own expense, all equipment, labor and cleaning materials required for the performance of the services to be provided under this Agreement.

D. OVERVIEW OF WORK TO BE PERFORMED:

The Contractor shall inspect, clean, and maintain the contracted buildings in an acceptable condition subject to the approval of the County. The Contractor represents and warrants that its performance shall be in a workmanlike manner and shall meet the satisfaction and approval of the Director of Building & Grounds. The Contractor agrees that a designated representative or agent of the County shall have the right to inspect Contractor’s performance of its services at any time.

E. PRODUCTS TO BE PROVIDED BY THE COUNTY:

The County will provide the following products:

- | | |
|---------------------|----------------------------|
| Roll paper towel | Toilet paper |
| Soap for dispensers | Deodorant blocks/as needed |
| Bags | Feminine products |
| Seat covers | |

PART II – PROPOSAL REVIEW AND SELECTION PROCESS

A. TIME FRAME FOR REVIEW AND SELECTION PROCESS:

- | | |
|---|--------------------------|
| * RFP distributed | June 13, 2022 |
| * Proposals due by 2:00 PM. | June 30, 2022 |
| * Bid Opening at 2:35 PM Room 210 County Building | June 30, 2022 |
| * County Board Authorizes Janitorial Contract | July 8, 2022 |
| * Contract Begins | At latest August 1, 2022 |

RIGHT OF REFUSAL:

Cass County reserves the right to reject any or all proposals that Cass County deems to be not in the best interest of the County.

B. EVALUATION CRITERIA:

1. Relevant Experience: Relevant experience of the firm. (15%)
2. Qualification of Key Personnel: Employees of the firm to meet County Criteria. (20%)
3. Quality of Work: Contractor will be measured by his/her quality of work verified by references. (25%)
4. Timeliness/Work Plan: The schedule the contractor provides to show how work tasks specified in RFP will be performed in a complete and timely fashion. (20%)
5. Reasonable cost: The reasonableness of the cost for the project in relation to services and products to be provided. (20%)

C. CONTRACT AWARD:

All proposals reviewed shall be subject to evaluation by the County Administrator and the Director of Building and Grounds. Services will be secured through an Independent Contractor by the means of a Custodial Maintenance Agreement approved by Cass County.

PART III – GENERAL INSTRUCTIONS

A. INSTRUCTIONS:

Qualified contractors are invited to submit proposals to Cass County for the janitorial services described in this RFP. Cass County reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the County.

B. PROPOSAL SUBMISSION:

To be considered by Cass County, two (2) copies of the complete proposal must be received no later than 2:00 PM June 30, 2022. Sealed Proposals should be addressed to:

Cass County Administrator's Office
120 N. Broadway – Suite 200
Cassopolis, MI 49031

Contractors should mark the lower left corner of their submittal envelope with:

RFP: Custodial Maintenance Agreement

Submitted proposals become the property of Cass County and will not be returned. Faxed copies will not be accepted.

C. LATE PROPOSALS:

Any late proposal received by the County will not be considered.

D. QUESTIONS CONCERNING THE RFP:

Inquiries may be made to Ryan Williams, Assistant Director of Building & Grounds, by phone at (269) 340-2057 or by email at maint@cassco.org.

E. PROPOSAL FORMAT:

The proposal should include, at a minimum, the following:

1. Work Plan: Describe the proposed approach and activities to be accomplished under the proposal. The description should include the rationale for the approach, any recommended alternatives, timeline, and a list of products.

2. Project Staffing and Management: Identify the staff persons who will be responsible for carrying out specific work tasks. Identify the manager responsible for assuring that all work tasks are completed on schedule.
3. Schedule of Hourly Rates: The proposal should include a schedule of hourly rates for special services.
4. Cost Proposal: Identify the total cost for completing work tasks included in the proposal, including direct and indirect costs. The total should be monthly by building.
5. Qualifications of Firm and Staff members: State your firm's experience with comparable projects, including the name and telephone numbers of three (3) references.
6. References: The proposal shall include the names of three (3) references including the company's name, a contact person's name, his or her title and their telephone number.

F. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of this RFP.

G. PROPOSAL SIGNATURE:

The proposal should be signed by the person in the contractor's organization responsible for the decision as to costs and services being offered.

In the case of a joint proposal, each party should certify as to costs and services being offered by its own organization in connection with this proposal.

H. PRIME CONTRACTOR RESPONSIBILITIES:

The contractor selected will be required to assume responsibility for all services offered in the proposal, regardless of who produces them. The selected contractor shall be the sole point of contact with regard to contractual matters, including payment of any charges resulting from the contract.

I. PROPOSAL PREPARATION COSTS:

All costs incurred for proposal preparation, presentation or contract negotiation is the responsibility of the contractor. Cass County will not pay the cost for any information solicited or received.

J. ACCEPTANCE OF PROPOSAL CONTENTS:

The contents of the proposal of the selected contractor may become contractual obligations if a contract is issued. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

GENERAL CONDITION

A. Supervision

The Contractor shall always provide competent and adequate supervision to satisfy the requirement and specifications of the contract.

The supervisor shall cooperate fully with the representatives of Cass County and shall be available for inspections of the buildings at times other than during working hours when requested by the County's representatives and adequate notice has been given.

The Contractor shall maintain a check-off schedule detailing when the items required to be completed on a monthly basis or greater are completed. It is the sole responsibility of the contractor to maintain the schedule.

B. Employees

The contractor shall employ competent persons, well trained in their area of work assigned.

Employees of the contractor will be required to wear some identification badge/uniform as an employee of the company. The Contractor shall submit to the County representative a list of employees of the Contractor working at each location and this list shall be updated as employees are hired and terminated. Employees of the contractor shall not work in any of the seven locations until being vetted (background check and fingerprinted) by the Cass County Sheriff and each employee signs a security awareness agreement.

The Contractor will be held accountable for its employees, who shall not disturb papers on desks, open drawers, or cabinets, use telephone or data terminals or tamper with personal property.

C. Keys

Keys or the Card Reader System to the building shall be furnished by Cass County and no keys are to be duplicated. All keys and access cards shall be returned at the termination of the contract. All keys are to be stored in a locked room and under no circumstances are to be removed from the building.

D. Work Week

All custodial service responsibilities will be performed starting at 4:00 p.m. each day, Monday through Friday for all locations. It shall be understood that cleaning responsibilities shall be performed after activities have ended in conference and common areas to provide for a clean building the following day.

E. Correction of Work

The Contractor shall promptly (within 24 hours) correct all work rejected by the representative of the County as defective or as failing to conform to the custodial service specifications, including failure to execute such work.