



Notice to Bidders

Sealed proposals will be received by the Kalamazoo County Road Commission (KCRC), at its offices at 3801 East Kilgore Road, Kalamazoo, Michigan 49001, until July 10, 2013 at 9:00 am at which time they will be publicly opened and read for the following:

2013-19: Janitorial Services

Bids must be on forms supplied by KCRC and in sealed envelopes with the item and date of opening clearly marked.

The KCRC reserves the right to reject any or all bids and to waive irregularities in any bid and to award the bids(s) they deem in the best interest of the KCRC.

The bid document is available online at www.kalamazoocountyroads.com, click on the "Purchasing" tab to view all current bidding opportunities, or by visiting KCRC offices.

Subscribe to our purchasing newsfeed, which is available on our website to receive automatic notice of bid opportunities.

If there are questions about the specifications or if there are questions about the bid process, please call Ann Simmons, Finance Director, at (269) 381-3170 ext. 201.

Kalamazoo County Road Commission,

Ann Simmons
Finance Director

INSTRUCTIONS TO BIDDERS

- This proposal shall be legibly prepared in ink or typed on the bid/RFP form furnished.
- Bid or proposal prices must have specific dollar values unless otherwise requested on the bid document.
- Any bid or proposal not stated in dollar value will be disqualified as non-responsive.
- If any price already entered by the vendor is to be altered, it shall be crossed out with ink, the new price entered above it with ink and initialed by the vendor, also in ink.
- Proposals or bids prepared with pencil will be rejected.
- All proposals must be submitted in enclosed sealed envelopes bearing the name of the vendor and a notation in the lower left corner indicating item for which the bid or proposal is submitted.
- Bids or proposals must be received in the business office by the time specified on the cover documents.
- Invoices will be processed for payment within thirty (30) days after receipt and authorization of invoice. **SEE TERMS & CONDITIONS**
- Cash discounts, if any, shall be based on a period of 30 days or more after the delivery of the purchase item or service, following invoice delivery. Lesser periods will not be considered in the awarding.
- Material Safety Data Sheets (MSDS) must be submitted with any bid or quote for a product or service that requires the use of a product that must have a MSDS. MSDS are kept on file at the KCRC, and Contractors can review for material housed or used by the KCRC.

Compliance with Federal Civil Rights Act of 1964

The parties hereto agree, when applicable, that they will comply with the Federal Civil Rights Act of 1964, the Federal, State and Local Fiscal Assistance Act of 1972, and all rules and regulations issued there under, as well as the applicable portions of the Elliott-Larsen Civil Rights Act and the Michigan Handicappers' Civil Rights Act being Article 2, Act No. 220, Public Acts of 1976, as amended. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges or employment or any matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age or sex or protected classes as defined by law. Breach of this covenant may be regarded as a material break of the contract or purchasing agreement and may be processed as provided under the State of Michigan laws.

The Kalamazoo County Road Commission in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

GENERAL INFORMATION

A. INTRODUCTION

The Kalamazoo County Road Commission (KCRC) invites qualified bidders to submit proposals for the purpose of providing services for the KCRC Janitorial Services. To be considered, sealed proposals must arrive at the KCRC on or before the date and time specified in the cover letter. Vendor mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal.

B. ISSUING OFFICE

This bid/Request for Proposal (RFP) is issued by the KCRC, which is the primary point of contact. All technical questions regarding this bid/RFP are to be directed to Ann Simmons (269) 381-3170 ext. 201.

C. TYPE OF CONTRACT

The contract will consist of this bid/RFP document in combination with a purchase order from the KCRC. Before submitting a proposal, please understand that the KCRC does not intend to sign any contract drafted by the selected Vendor.

The purchase order will be based upon the Vendor's response to this bid/RFP. The purchase order will be based on the bid/RFP submitted with a specified maximum, not to be exceeded.

D. REJECTION OF PROPOSALS

The KCRC reserves the right to reject any and all proposals received as a result of this bid/RFP, or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the KCRC. The KCRC does not intend to award a purchase order solely on the basis of any response made to this request, or otherwise pay for the information solicited or obtained.

E. INCURRING COSTS

The KCRC is not liable for any costs incurred by the Vendor prior to issuance of a purchase order.

F. ADDENDA TO THE BID/RFP

In the event it becomes necessary to revise any part of this bid/RFP, addenda will be provided to all Vendors who have received copies of this bid/RFP and on the KCRC website www.kalamazoocountyroads.com.

G. PROPOSALS

To be considered, Vendor must submit a completed response to the bid/RFP using the format provided. Each proposal must be submitted in three (3) copies to the KCRC Finance Director. An official authorized to bind the Vendor to its provisions must sign the proposal. The proposal for this bid/RFP must remain valid for at least ninety (90) days.

H. ECONOMY OF PREPARATION

Proposal should be prepared simply and economically, providing a concise description of the Vendor's ability to meet the requirements of the bid/RFP.

I. PROFESSIONAL SERVICES REQUIREMENTS

Not Applicable

J. CONTRACT EXTENSION

This contract may be extended for two - one year periods by the mutual agreement of both parties. Any request for extension must be made in writing to the Finance Director by April 1 of each successive year.

If a percentage increase is to apply to prices, then include that percentage in the initial price proposal response.

K. INTERVIEW

The KCRC may select firms to interview to discuss qualifications, capabilities, and experience.

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS
2013-19: JANITORIAL SERVICE

It is the intent of the Kalamazoo County Road Commission (KCRC) to contract for janitorial cleaning services from a qualified contractor, with services to be provided, as outlined below, three days per week on Monday, Wednesday and Friday.

Scope: Proposal shall include all labor, appropriate equipment, materials and chemicals to clean our Administrative Building both upstairs and downstairs including restrooms, entrances, offices, common areas, and hallways three times per week, bi-weekly and annually.

Additionally, the proposal shall include all labor, appropriate equipment, materials and chemicals to clean our Maintenance Building including restrooms, entrances, offices, common areas and hallways three times per week, bi-weekly and annually.

Location: All buildings included in this proposal are located at 3801 East Kilgore Road in Kalamazoo, MI 49001.

Pre-bid: A **mandatory** pre-bid meeting and on-site inspection will be held on Thursday, June 27, 2013 at 10:00 am.

The purpose of this meeting is to provide a brief scope of work, the specifications and conduct a tour of the buildings so that all bidders will have an equal opportunity to view the facility and ask questions that pertain to the requested services.

To be eligible to bid, attendance at the pre-bid meeting and on-site inspection is required.

General Specifications

A. Experience/Qualifications

1. Contractor must provide sufficient janitorial service staff to clean during the designated cleaning times to meet the required specifications.
2. Contractor must have been in business a minimum of three years for this type of service.
3. Contractor must demonstrate that they are financially stable to perform the service.
4. Contractor must provide a minimum of four (4) written comparable references.
5. Contractor must provide professional and regular work site management, and communicate with Finance Director to discuss any areas of concern on a bi-weekly basis or more often if needed.

6. Contractor must use a daily punch list of work performed by their employees to be presented to the Finance Director on a monthly basis.
7. Contractor must provide a communication message log book to be used by Road Commission personnel.
8. Enclosed Janitorial Bid- Questionnaire must be filled out and submitted with bid.

B. Bid Pricing Structure

1. Bids must be submitted complete, accurate and include all information requested. If any bid is submitted and judged incomplete or insufficient, the contractor's bid may be rejected.
2. Bid amount shall be a monthly flat fee based on the services required and shall include all costs associated with providing the cleaning service.
3. Bid amount shall be a flat fee for each annual services required and shall include all costs associated with providing the cleaning service
4. Bid amount for additional service requirements shall be per hourly fee based on the specified task.

C. Award of Bid Criteria

Bid proposals will be evaluated by the Finance Director and General Superintendent. Major factors to be considered for award are:

1. Cost
2. Staffing
3. Experience
4. Equipment
5. Past Performance
6. Written References
7. Completion of Bid

It should be understood that award of this contract will not be based solely on cost. The KCRC will make an award based on the proposal it determines to be in its best interest.

D. Contract Period

1. The contract will be effective for one year beginning August 15, 2013 until August 14, 2014.
2. This contract may be extended two times, each for a one-year period, by the mutual agreement of both parties. The request for extension must be made in writing to the Finance Director prior to April 1 of each successive year. The terms and conditions of the first contract will remain the same for the following possible two one-year renewals.
3. The KCRC reserves the right to increase and/or decrease or make any changes necessary, with price adjustment, if applicable, at any time during the duration of the contract, and to cancel this contract if funds become unavailable.

E. Payment

1. All contractor work shall be accomplished per specifications herein to the satisfaction of the KCRC designated representative prior to payment for services
2. Contractor shall furnish the KCRC an itemized monthly invoice for services rendered with the previous month's punch list.

F. Contractor Personnel

1. Janitorial service staff employed by the Contractor shall be fully trained and skilled in safe and proper janitorial duties, and be able to communicate with Road Commission personnel.
2. Contractor shall provide the Finance Director a current list of all employees that will perform the work and shall keep the Finance Director promptly informed of all changes within 24 hours
3. Contractor shall immediately address any employee misbehavior, which they witness or is reported to them.
4. KCRC has the right to require immediate removal and replacement of any janitorial service staff deemed unsatisfactory at any time.
5. **No subcontract labor will be allowed.**

G. Equipment/Supplies

1. Contractors Responsibility
 - a. Contractor shall provide all the necessary equipment to conduct the cleaning service and shall include but not limited to, vacuum cleaners, dusting equipment, mops and mop heads, cleaning chemicals, cleaning rags, and cleaning paper products.
 - b. Contractor shall be responsible for stocking and maintaining all their cleaning supplies and equipment as needed.
 - c. Contractor shall be responsible for all maintenance, repairs and replacement of equipment as needed
 - d. Contractor shall be responsible for any damages caused to the Road Commission facility due to the Contractor's personnel or equipment.
2. Road Commission's Responsibility
 - a. KCRC shall provide the contractor with products for restroom use and shall include toilet paper, hand towels, urinal blocks/deodorants, hand soap, garbage/trash bags, and air fresheners.
 - b. KCRC shall provide the Contractor on site storage/closet space for stock materials and related cleaning equipment.

H. Insurance Requirements

- a. The Contractor shall furnish **proof of insurance** as outlined in **Terms and Conditions** of this document.
- b. Insurance must remain in effect during any period of contract with the KCRC. Not having proper insurance on file with the KCRC will be cause for immediate termination of this contract

I. MIOSHA Compliance

Contractor shall comply with all MIOSHA Regulations and shall furnish the Finance Director copies of all Materials Safety Data Sheets (MSDS) for all cleaning chemicals used within ten (10) days upon notification of award of Contract and prior to Contract signing.

J. Cancellation of Contract Provisions

The KCRC shall have the right to cancel the Contract for non-performance should an inspection by the Finance Director or General Superintendent reveal that the Contractor's work results in any non-acceptable maintenance condition of one or all specified areas.

The KCRC also reserves the right to cancel this contract at any time providing one (1) month's notice is given.

Work Specifications

The buildings on the complex are all smoke free environments. No smoking is allowed in any building for any personnel including all contractor staff and/or guests including the janitorial services staff.

Special note on the Maintenance facility; both of this facility endure harsh working conditions including mud, road salt, dirt, debris, grease, asphalt, diesel and gas fumes, etc. These conditions affect all areas that are to be cleaned under this contract including office areas, restrooms, common areas, entrances, etc. Not only will janitorial staff encounter these conditions, but the equipment utilized to conduct the cleaning will also be affected.

A. Days and Starting Time

1. The **administrative offices** will be cleaned after normal working hours, usually 7:00 am to 5:00 p.m. Monday through Friday. From time to time the cleaning may not be done after these same work hours in the event of a special evening meeting. This deviation from normal cleaning times would be posted in the janitor closet and coordinated with the Finance Director. The Board of County Road Commissioners of Kalamazoo County meeting is every other Tuesday afternoon at 3:30 p.m. These meetings last as long as it takes to cover the agenda. Cleaning service must not interfere with any meeting.
2. The **Maintenance facility** will also be cleaned after normal working hours, usually 7:00 am to 5:00 pm Monday through Friday. However, KCRC staff may be working after or before normal working hours, particularly during winter maintenance operations, storm clean-up, etc. and may be using the facilities at the same time Contractor staff is cleaning. All attempts will be made by KCRC staff to not interfere with Contractor cleaning responsibilities.

B. Daily Cleaning Requirements

1. All office areas – Administrative and Maintenance buildings
 - a. Vacuum or sweep all carpeted office areas

- b. Wet-mop all tiled and hard-surface floor areas
 - c. Clean and sanitize telephones
 - d. Empty all wastebaskets, change liners as needed (KCRC provides)
 - e. Empty all recycle paper baskets into recycle container
 - f. Empty trash into dumpster daily
2. All common areas – Administrative and Maintenance buildings including hallways, entrance areas, kitchens, common office areas, break rooms
 - a. Vacuum or sweep all carpeted areas
 - b. Wet-mop all tiled and hard-surface floors
 - c. Clean and sanitize all sinks, countertops, drinking fountains
 - d. Empty all wastebaskets, change liners as needed (KCRC provides)
 - e. Empty trash into dumpster daily
 3. All restrooms – Administrative and Maintenance buildings
 - a. Clean and sanitize toilet bowls and urinals (inside and out) including seats
 - b. Keep all soap containers, tissue paper holders, paper towel dispenses and other containers filled at all times (KCRC provides)
 - c. Wet mop floors with a disinfectant
 - d. Clean mirrors, sinks and countertops
 - e. Empty all wastebaskets, change liners as needed (KCRC provides)
 - f. Empty trash into dumpster daily

C. Bi-Weekly Cleaning Requirements

1. All office areas, Board Room, Downstairs conference room and stairwell
 - a. Dust all furniture, wall files, file cabinets, tables, wooden doors, sills, radiators, fixtures and exposed ledges
 - b. Cob web dust as needed
 - c. Dust-mop and wet mop both stairwells
 - d. Clean all office area partition glass
 - e. Spot vacuum fabric furniture
 - f. Spot clean doors, door frames, door panels and walls
 - g. Maintain tile and hard-surface floors for a minimum of black marks and wax or other buildup
2. All common areas
 - a. Empty and clean all outside ash trays
 - b. Empty and clean kitchen trash containers
 - c. Clean all entrance door glass both outside and inside
 - d. Maintain tile and hard-surface floor for a minimum of black marks and wax buildup
 - e. Clean smudges, wipe down refrigerators, microwaves, etc.
 - f. Spot clean doors, door frames, door panels and walls
3. All restrooms
 - a. Clean partition walls
 - b. Maintain tile and hard-surface floors for a minimum of black marks and wax or other buildup
 - c. Dust all ledges and surfaces
 - d. Spot clean doors, door frames, door panels and walls

D. Annual Cleaning Requirements

1. Stripping and waxing hard surface floors
2. Clean all ceramic tile
3. Carpet and furniture cleaning
4. Window cleaning – inside and out
5. Window blind cleaning

E. Additional cleaning as requested:

- a. Cleaning on non- scheduled days
- b. Special projects

F. Security Requirements

1. The Contractor or its employees are not to allow personal visitors at the KCRC facility at any time.
2. The employees of the Contractor are not allowed to use telephones, vehicles, computers or any other item or service belonging to the Kalamazoo County Road Commission
3. Contractor shall be responsible for use and return of all keys and/or security devices issued to him/her. Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or security devices or need for additional keys shall be promptly reported to or requested of the Finance Director. Contractor shall be liable for all costs associated with re-keying, re-issuance, or programming of keys, security devices, and security codes, which result from the loss or compromising of keys, or security devices by contractor's personnel.

G. Other Requirements

1. Contractor shall promptly notify KCRC of any safety concerns.
2. Contractor shall notify KCRC of any irregularities noted during performance of services including, but not limited to, lights not working, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.
3. The contractor shall perform the work scheduled and specified in a workmanlike manner. All work normally considered to be janitorial type work shall be, and is hereby included though not specifically mentioned.
4. Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.

TERMS AND CONDITIONS

A. AWARD OF CONTRACT

1. The contract will be awarded to the responsible Vendor whose proposal, conforming to this solicitation; will be most advantageous to the KCRC according to the criteria outlined herein. The KCRC reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
2. Notification of award will be in writing by the KCRC Finance Director. Upon notification, the Vendor shall submit to the KCRC Finance Director all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the KCRC, the Finance Director will forward to the Vendor a Purchase Order. Work shall NOT be started until such Purchase Order is received by the Vendor.
3. Unilateral changes in proposal prices by the Vendor shall not be allowed. However, the KCRC at its sole option, reserves the right to negotiate with Vendor.

B. DISCLOSURE OF PRICE DETERMINATION

After contract award, a summary of total price information for all submissions will be available for review by those Vendors participating in the bid/RFP.

C. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary; bid/RFP will be executed as the contract.

D. SUBCONTRACTORS - NON-ASSIGNMENT

Vendor shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Vendor shall cooperate with the KCRC in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Vendor hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the KCRC.

E. TAXES

The KCRC is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Vendor may not be exempt from said taxes and the KCRC is making no representation as to any such exemption.

F. INVOICING AND PAYMENTS

Vendor must submit an invoice at minimum monthly (unless otherwise specified in bid proposal document) with KCRC purchase order and KCRC project number (as applicable) for the work completed during the month. Payment for a contract entered into as a result of the bid/ RFP will be made monthly in the next payment cycle following receipt and approval of the Vendor's invoice and processing by the KCRC. The Vendor's invoice must include detailed information regarding person-hours, including any subcontractor invoices, expended by classification and by task, as well as information regarding such items as materials and other eligible non-overhead costs. ALL INVOICES MUST BE CLEARLY ADDRESSED TO THE FINANCE DEPARTMENT AS FOLLOWS: "Finance Department – Invoice(s)". Invoices may be submitted electronically at ap@krcr-roads.com. Please submit invoice either electronically or by mailed hard copy – but not both.

G. CHANGES AND/OR CONTRACT MODIFICATIONS

The KCRC reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Vendor and the KCRC.

Changes of any nature, after contract award, that reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the KCRC.

H. LAWS, ORDINANCES AND REGULATIONS

This agreement shall be governed by the laws of the State of Michigan.

The Vendor shall keep fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Vendor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Vendor.

I. INDEPENDENT PRICE DETERMINATION

1. By submission of a proposal, the Vendor certifies as to its own organization that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Vendor, and will not knowingly be disclosed by the Vendor, prior to award, directly or indirectly to any other Vendor, or to any competitor; and
 - c. No attempt has been made or will be made by the Vendor to entice any other person or Vendor to submit, or not to submit, a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that either:
 - a. They are the person(s) in the Vendor's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated, and will not participate, in any action to A. AWARD OF CONTRACT 1, 2 and 3, above; or
 - b. They are not the person(s) in the Vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to A. AWARD OF CONTRACT 1, 2, and 3 above,

and, as their agent, do hereby so certify, and that they have not participated, and will not participate, in any action contradictory to A. AWARD OF CONTRACT 1, 2, and 3, above.

3. A proposal will not be considered for award if the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify A. AWARD OF CONTRACT 1, 2, or B. DISCLOSURE OF PRICE DETERMINATION, above. If A. AWARD OF CONTRACT 2 has been modified or deleted, the proposal will not be considered for award unless the Vendor furnishes, with the proposal, a signed statement that sets forth in detail the circumstances of the disclosure, and the Finance Office determines that such disclosure was not made for the purpose of restricting competition.

J. RIGHT TO AUDIT

The KCRC or its designee shall be entitled to audit all of the Vendor's records, and shall be allowed to interview any of the Vendor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

1. Vendor's compliance with contract requirements,
2. Compliance with provisions for pricing change orders, invoices or claims submitted by the Vendor or any of their payees.

K. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the KCRC, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising there from.

L. DEFAULT

The KCRC may at any time, by written notice to the Vendor, terminate this contract and the Vendor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

1. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
2. Failure to perform the services within the time specified herein, or any extension thereof.
3. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
4. Failure to perform in compliance with any provision of the contract.
5. Standard of Performance - Vendor guarantees to provide the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

In the event of any breach of this contract by the Vendor, the Vendor shall pay any cost to the KCRC caused by said breach including but not limited to the replacement cost of such services with another Vendor.

The KCRC reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Vendor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the KCRC may bar the Vendor from being awarded any future KCRC or City contracts.

M. INDEPENDENT CONTRACTOR

At all times the Vendor, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as KCRC employees. The Vendor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Vendor's employees and the right to hire, fire and discipline their employees and workers.

N. PROJECT CONTROL

Not Applicable

O. INSPECTION OF WORK SITE

Before submitting bids for their work, the Vendor shall be responsible for examining the work site (when applicable) and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Vendor for any negligence on his/her part.

P. RESPONSIBILITIES

The KCRC agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the KCRC agree to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time.

Q. TERMINATION

The KCRC may terminate this Agreement by giving written notice at least thirty (30) days prior to the date of termination.

1. In the event of such termination by the Vendor, the KCRC, together with any other remedies that are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the KCRC or another Vendor. In the event that the KCRC incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the KCRC shall be entitled to deduct such expenses from any unpaid amount due to the Vendor under this agreement.
2. In the event of such termination by the KCRC, the KCRC shall pay the Vendor for services and reimbursable expenses performed or incurred prior to the termination date

plus all costs and expenses directly attributable to such termination for which the Vendor is not otherwise compensated.

R. USE OF DOCUMENTS AS APPLICABLE

Provided to the KCRC: All plans, drawings and specifications provided to the KCRC under this Agreement shall become property of the KCRC and shall be deemed public records as required by Michigan law. The KCRC shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the KCRC for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Vendor, and the KCRC agree to indemnify and hold the Vendor harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the Vendor may incur as a result of such use by the KCRC.

S. CONFLICT OF INTEREST

The Vendor shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract that constitutes a conflict of interest.

T. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

U. INSURANCE

VENDOR shall furnish certificates of the following coverage to the KCRC.

1. Without limiting its liability under the Contract, VENDOR shall procure and maintain insurance, at its expense, during the life of the Contract of the types and in the minimum amounts stated in **Exhibit A**.

2. The Comprehensive General Liability policy shall also include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by VENDOR under the Contract with limits not less than those specified above. The Certificate of Insurance to be furnished there under shall reflect such coverage.

3. The VENDOR shall hold harmless from and indemnify the Kalamazoo County Road Commission, its agents, officers, board members, and employees against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, or negligent acts of the VENDOR, or any person employed under said VENDOR during the performance of this Contract or in any matter related thereto.

4. All insurance coverage required to be furnished by VENDOR shall be written by a company or companies licensed to do business in and to insure risks incurring in the State of Michigan. Wherever umbrella coverage is required to comply with limits specified, the umbrella policy shall include all coverage requirements. Before commencing any work, certificates in triplicate, satisfactory in all respects, evidencing the maintenance of said insurance, shall be furnished and shall contain the following statement:

"The insurance will not be canceled nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insurance,

without first giving thirty (30) days notice in writing as evidenced by return receipt or registered or certified mail."

Certificate must indicate "The Board of Kalamazoo County Road Commissioners of Kalamazoo County, the Kalamazoo County Road Commission and their officers, agents, and employees, are named as additional insured parties as their interest may appear."

The insurance certificates indicated above shall be submitted within ten (10) workday days of notification of award and prior to the execution of any work under this contract.

It shall be the Vendor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts; prior to the time such subcontractor proceeds to perform under the contract.

5. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$500,000 aggregate which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the Vendor shall maintain such insurance during the life of the contract.

INSURANCE REQUIREMENT

It is the policy of the Board of County Road Commissioners of Kalamazoo County (Board) that any contractor or person working within the public county road right-of-way is required to obtain a permit to construct, operate, use and/or maintain within a county road right-of-way, under the jurisdiction and control of the Board.

INSURANCE REQUIREMENTS FOR ALL PERMITTED ACTIVITIES PERFORMED BY CONTRACTORS

(Except residential driveways, transport and miscellaneous permits)

General Liability \$ 2,000,000 each occurrence (Recommended)
 \$ 1,000,000 each occurrence (Minimum)

In addition, the General Liability insurance shall be endorsed to add the Board as an “Additional Insured Party” on the policy. The endorsement should include the wording that includes:

“The Board of Kalamazoo County Road Commissioners of Kalamazoo County, the Kalamazoo County Road Commission and their officers, agents, and employees, are named as additional insured parties as their interest may appear.”

Automobile Liability - Bodily Injury and Property Damage

\$ 2,000,000 each occurrence (Recommended)
\$ 1,000,000 each occurrence CSL (Minimum)
\$ 500,000 BI per person

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

Workers' Compensation Insurance – Part I	Statutory Limits
Employers Liability Insurance – Part II	\$500,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

INSURANCE REQUIREMENTS FOR RESIDENTIAL DRIVEWAY AND MISCELLANEOUS PERMITS PERFORMED BY HOMEOWNERS AND/OR RESIDENTIAL WORKSITE LANDOWNERS

Homeowners Policy with Binder on primary residence and the worksite property:

Bodily Injury and Property Damage \$500,000 (Minimum Recommended)

AND/OR

“Owner’s Protective Policy” with completed operations coverage language for short-term installation of culvert and/or driveway construction or other operation described.

The goal of the Board insurance requirements is to assure that any action brought as a result of the permittee's activities in the public road right-of-way will be defended by and paid for by permittee's insurance carrier and will not result in action or settlement against the Board. However, this amount is subject to change as the commission's estimate of the exposure to risk and resultant claims amount may change.

Adopted: 8/9/94
Amended: 1/4/11

PROPOSAL
2013-19: Janitorial Services

_____ proposes to
COMPANY NAME
furnish Janitorial Service as specified in this bid document at the bid price below:

Monthly Rate \$ _____

Annual Cost: Monthly Rate X 12 \$ _____

Annual Cleaning Requirements:

Stripping and waxing hard surface floors \$ _____

Clean all ceramic tile \$ _____

Carpet and furniture cleaning \$ _____

Window cleaning – inside and out \$ _____

Window blind cleaning \$ _____

Total Annual Cost: \$ _____

Additional Cleaning \$ _____ per hour

Date: _____

KALAMAZOO COUNTY ROAD COMMISSION
2013-19: Janitorial Services
Janitorial Bid - Questionnaire

Contractor: _____

1. Number of years in business _____
2. Include a copy of your last fiscal year financial statement (audited, if available) with your bid packet.
3. List other organizations with whom you have contracted with for similar services in the last three years. Please provide attachment of written reference from each.

a. _____
Company Address

Contact	Phone	E-mail
---------	-------	--------

b. _____
Company Address

Contact	Phone	E-mail
---------	-------	--------

c. _____
Company Address

Contact	Phone	E-mail
---------	-------	--------

d. _____
Company Address

Contact	Phone	E-mail
---------	-------	--------

4. Number of Full Time Employees _____ Part Time _____

5. Staff Experience and qualifications:

6. Are you able to obtain insurance as required? _____

Name of Insurance Agency _____

Contact Person _____ Telephone# _____

7. What types of services do you provide other than Janitorial?

8. How long has your organization been in business under your present name?

_____ Website:

Former names, if any:

How long under former names? _____

9. Affiliated companies (if parent company, list subsidiaries and divisions. If subsidiary or division, name of parent company, its principals and their addresses)

10. What are your craft labor affiliations?

11. Are there any judgments, suits or claims, or IRS issues pending against your firm? _____ if so, submit brief details on a separate sheet and attach.
12. Are there any liens for labor or material filed on any of your work? _____ if so, submit brief details on a separate sheet and attach.
13. Please furnish any other information you would like considered, including bank and trade references.

Questionnaire must be submitted with vendor bid. Failure to do so may disqualify vendor bid.

CERTIFICATION 2013-19: Janitorial Services

By my signature, I hereby state that all of the information I have provided is true, accurate, and complete, and that I have read and I agree to be bound by the requirements/terms and conditions. I hereby state that I have the authority to submit this proposal, which will become a binding contract if accepted by the KCRC. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, or offered/accepted anything of value to/from an official or employee of the KCRC that would tend to destroy or hinder free competition.

Company Name	
Your Name	
Title	
Taxpayer ID	
Street Address	
City, State, Zip	
Telephone/Cell	
Fax Number	
Email Address	
Date	
Signature	

The KCRC will use the firm's identification information provided for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to another firm, please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Remittance Address: _____
(if different than above)

Account Payable Contact: _____

Account Payable Email Address: _____

This page must be submitted with vendor bid. Failure to do so may disqualify vendor bid.