

INVITATION TO BID
CITY OF SOUTHGATE

Sealed proposals will be received by the City Clerk, 14400 Dix-Toledo Road, Southgate, Michigan until 2:00 PM Eastern Standard Time, Thursday, August 3, 2023 at which time and place the bids will be publicly opened and read aloud for:

BID # 23-441-01

Specifications are available online with the Michigan Inter-governmental Trade Network at <http://www.mitn.info> and on the City Website at SouthgateMI.org.

All bids must be plainly marked on the envelope, "**BID # 23-441-01**".

The City of Southgate reserves the right to reject any or all bids and waive defects in bidding in the best interest of the City.

Dan Marsh
City Administrator

Publish:



CITY OF SOUTHGATE SPECIFICATIONS

BID #23-441-01- JANITORIAL SERVICES-DPW

GENERAL

The City of Southgate is seeking bids from qualified vendors for janitorial services for the City Hall building. The contract will cover a one (1) year period with services commencing on 08/21/2023 or upon City Council award which ever is later. A Pre-Bid Meeting and tour of the facilities is scheduled for Monday, 07/24/2023 at 1:00 p.m. starting at the City Hall, 14400 Dix-Toledo Hwy, Southgate, Michigan. It is highly recommended that all interested vendors be in attendance since scheduling will not allow for additional tours.

Bids in response to this invitation must be received in the Office of the City Clerk, City of Southgate, at 14400 Dix-Toledo Hwy, Southgate, Michigan, 48195, by 2:00 p.m., Thursday, August 3, 2023. Bids received after the deadline will be returned unopened to the bidder. It is the bidder's responsibility to insure that the bid is received prior to the deadline as no exception to this policy will be made.

This agreement is not assignable. The entity that signs the Agreement is expected to provide the service. Subcontracting is not permitted; and franchise-based companies are acceptable.

SCOPE OF SERVICES

PREMISES TO BE CLEANED/FREQUENCY (to be determined) AND HOURS OF SERVICE:

LOCATION	WEEKLY	DAYS
City Hall 14400 Dix-Toledo Hwy.	2 vs 3 days Starting at 4:00 p.m.	T F vs M W F

At the discretion of the City, services and locations may be added after negotiations for compensation with the successful vendor.

Vendors will supply all labor, materials (paper products are supplied by the City), equipment and supervision necessary to provide for the following janitorial services in the frequency described. No exceptions to these services will be permitted:

DAILY:

1. Empty all wastebaskets, including all entranceway trash receptacles, ashtrays, and replace plastic liners; remove all waste material in a plastic tote to designated area nightly
2. Vacuum all carpeting and rugs/runners, with an upright vacuum, giving attention to corners and edges. Spot clean carpet when necessary.
3. Sweep & Damp Mop with cleanser all hard surfaced floors and stairwells
4. Clean with disinfectant all drinking fountains
5. Clean with disinfectant all lavatories and fixtures, which includes toilet bowls, urinals, wash basins, water taps, mirrors and all dispensers
6. Wet mop lavatory floors using disinfectant in water
7. Replace toilet tissue and paper towels(provided by the City)
8. Janitor's closet is to be kept clean and orderly
9. Clean with disinfectant all door handles
10. Clean with disinfectant all tables and counter tops in break rooms
11. Clean with disinfectant all customer service counters and ledges
12. Clean tables in Caucus Room, Plan Room, City Administrator's office, and Mayor's Office

WEEKLY

1. Dust and wipe clean all surfaces of office furniture, fixtures, window sill moldings, picture frames and all other horizontal surfaces accessible without the use of a ladder.
2. Clean and polish metal door pushers, kick plates, and grills. Clean around all light switches and door jambs
3. Damp Mop chair floor mats
4. Dust cobwebs from walls and ceilings
5. Clean exterior surface of microwaves, refrigerators and stoves
6. Clean glass at entrances, office doors, side lights and partition windows
7. Wash with disinfectant stall partition doors, side panels and ledges in rest rooms

QUARTERLY

1. Wash down all tile walls in restrooms
2. Dust all air/heat vents in ceiling and walls

PRICING FOR FOLLOWING SERVICES

1. Carpet cleaning per square foot
2. Upholstery cleaning per item
3. Cost to clean exterior windows at City Hall

These services will be on an as needed basis

PERSONNEL:

Janitorial personnel shall be neat in appearance at all times, in company uniform with identification badges or employee name sewn onto the uniform. Personnel should be trained in "customer service". Rude behavior, evidence of being under the influence of drugs or alcohol, use of profanity or other forms of an unacceptable character will be grounds for termination of the contract.

A background check will be completed by all employees of the successful vendor who will have access to City Hall, including supervisors. These forms will be turned over to City Administration upon award of the bid and prior to contract execution.

INVOICES:

Invoice must be submitted monthly and will be held for a period of one (1) month before payment. A supervisor must visit the City Hall building weekly and document that services were performed according to specifications. Such documentation must be submitted with the monthly invoice. Evaluation forms will be executed weekly at each building and turned over to the successful vendor. Monies will be withheld if cleaning is not performed according to specifications.

Invoices for carpet cleaning or floor care must state the square foot area cleaned. Invoices for upholstery cleaning must state the number and type of items cleaned.

DOCUMENT REQUIREMENTS:

Material Safety Data Sheets (MSDS) must be supplied to the City Administration for all cleaning supplies used prior to commencement of services and during the term of this contract when any supplies or materials are changed.

INSURANCE REQUIREMENTS

The City of Southgate requires that the firm carry the following insurance policy and provide proof of same to the City of Southgate, prior to execution of a contract with the City:

- Professional liability insurance policy of not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and/or property damage. The City of Southgate further requires that the policy name the City of Southgate as additional names insured under the liability insurance policy, and the coverage for the City of Southgate under the policy will not be less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and/or property damage.
- General Liability Policy of not less than One Million Dollars (\$1,000,000.00).
- Worker's Compensation Insurance in the amount required by law.

SUBMISSION REQUIREMENTS

The following information must be submitted with bid:

At least three (3) letters from current clients. Municipal clients preferred.

1. At least three (3) references from past clients. Please include name and telephone number of contact person.

2. Number of years in business.
3. List of equipment that will remain at each building for maintenance of subject building.
4. Please state number of employees and hours to be spent at each building for proper maintenance according to SPECIFICATIONS.
5. Most recent year financial statements.
6. Completed bid proposal form.
7. Three (3) original signed and *properly* witnessed agreements.
8. Executed W9 or 1099; which ever is appropriate.

Successful bidder must submit a list of employees who will be working at on location. Acceptance of these employees is subject to a background check by the City of Southgate.

Proposals submitted in response to the bid shall be neatly typed and printed on 8.5" x 11" paper with a minimum spacing of one and one-half lines.

The City of Southgate is not responsible for any costs incurred prior to awarding the contract by the City.

The City of Southgate reserves the right to reject all proposals or waive defects or irregularities in the proposals if it is in the best interest of the community. The City of Southgate further reserves the right to award the contract to the next qualified firm if the most qualified proposer does not execute a contract after the award.

TERM OF CONTRACT:

The City of Southgate is seeking bids from qualified vendors for janitorial services at the City Hall building. The contract will cover a three (3) year period with services commencing on 08/21/2023 or upon City Council award which ever is later. The contract may be renewed on an annual basis, for and up to two (2) additional periods of one (1) year, at the discretion of the City. Each party has the right to cancel the contract with a sixty (60) days notice. The City of Southgate has the right to cancel the contract with a thirty (30) day notice for nonperformance.

QUALIFICATIONS

REQUIREMENTS

A statement of professional qualifications including the specialized experience of the firm, its principles, and staff for satisfactory performance of services similar to those listed in the Scope of Services.

- The names, address, telephone number, fax number of the firm and locations of all its offices, specifically indicating the principal place of business.
- The age of the firm and its average number of employees over the last five (5) years.
- Submit an organizational chart of the firm.
- Submit a list of employees and any other consultant/subcontractors who could be involved in completing any of the work under this proposal. Include resumes, specific qualifications, licenses, training and certification of all professionals to be assigned to perform services to the City of Southgate.
- Briefly describe all of the firm's collective and individual experience in the broad categories of work requested in the Scope of Services. Include the names and telephone numbers of contact persons in other client contracts for references.
- Statement of the firm's ability to sustain the loss of personnel without adversely affecting the City of Southgate project.

PROPOSAL

The proposal submitted in response to the Request for Proposal section of this solicitation shall identify, demonstrate and/or provide the following:

- Submit a list of representative municipal clients in relation to the Scope of Services with the description of services.
- Indicate the extent to which your firm is familiar with the history of the City of Southgate and its enterprise operations.
- Submit a copy of the firm's current financial statement. (This will be returned upon award of proposal.)
- Identify other services provided by the firm.

Questions and concerns will be addressed through August 3, 2023 and can be directed to:

Kevin Anderson, DPS Director at kanderson@southgatemi.gov
or by phone (734) 258-3076 Hours 8:00 am to 4:00 pm

CONTRACT EXPIRATION DATE _____
AGREEMENT FOR JANITORIAL SERVICES

AN AGREEMENT made this ____ day of ____ 2023 by and between **THE CITY OF SOUTHGATE**, a Michigan municipal corporation, of 14400 Dix-Toledo Hwy., Southgate, Michigan 48193, hereinafter referred to as "the City" and _____, a Michigan _____ (business or corporation, select one) of _____ insert address, hereinafter referred to as "the Contractor."

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledge, the parties agree as follow:

- 1. Engagement:** the Contractor is hereby engaged by the City to provide Janitorial Services.
- 2. Incorporation of Documents:** The documents entitled "BID #23-441-01, Invitation to Bid, Bid Proposal Form, Standard Agreement for Services, Insurance Requirements, and IRS Form W-9, are incorporated herein by reference except to the extent that the terms of this Agreement contradict the incorporated documents, in which case the terms of this Agreement shall control. In the event that a conflict exists between the incorporated documents, the Contractor's Proposal shall be subordinated to, and governed by the Bid Documents.
- 3. Term:** The term of this Agreement shall be in accordance with the Time Schedule contained in the Bid Documents and the Contractor's Proposal. The City reserves the right to cancel this Agreement at any time, without liability except for compensation due for prior services, by providing the Contractor with thirty (30) days advanced written notice.
- 4. Indemnity:** The Contractor shall, to the fullest extent permitted by law, indemnify and hold the City and its agents, officers, and employees harmless from any and all claims, demands, suits or causes of action (including all costs connected therewith), by reason of personal injury (including bodily injury and death) an/or property damage (including loss of use thereof) arising out of or in any way connected with the acts or omissions of the Contractor, its officials, employees, contractors, and agents under this Agreement.
- 5. Insurance:** The insurance requirements set forth in the Bid Documents shall be obtained and maintained during the term of this Agreement by the Contractor, with proof thereof furnished prior to the Contractor commencing performance hereunder, and upon the City's request at any time thereafter. All insurances shall be issued by companies licensed by and eligible to issue insurance policies in the State of Michigan. The insurance policies shall name the city as additional insured, and shall contain a 10 day pre-cancellation notice provision.
- 6. Compensation:** Contractor shall be compensated in accordance with its Proposal, subject to the City's acceptance and liquidated damages for delays, as set forth in the Bid Documents.
- 7. Contractor's Representations:** The warranties required by the Bid Documents and as set forth in the Contractor's Proposal incorporated herein by reference. Notwithstanding anything herein to the contrary, to the extent that the Contractor's Proposal contains additional or enhanced representations above that which is required in the Bid Documents, the representations of the Contractor's Proposal shall govern and be enforceable by the City.
- 8. Timeliness:** The parties agree that time is of the essence of the Agreement.
- 9. Nonassignability:** Neither this Agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent shall not be unreasonably withheld.
- 10. Right of Audit:** The City shall have the right to inspect and audit the records of the Contractor relating to the materials, supplies and subcontractors used in the performance of the project described in this Agreement.
- 11. Entirety of Agreement; Amendments:** The Agreement and the referenced documents herein contain the entire agreement and represent the understanding of the parties with respect to the

subject matter contained in this Agreement, and all prior agreements or understandings of the parties are revoked. This Agreement may be amended or terminated only by a written instrument executed by the parties. There are no agreements, restrictions, promises, covenants, or other undertakings other than those expressly set forth in this Agreement.

12. **Default; Termination:** The failure of either party to perform any term, condition, or covenant made or undertaken by it, or the violation of any warranty or representation in this Agreement, shall be deemed a material default of this Agreement. If a default occurs and remains uncured by the defaulting party for ten (10) days after the other party has given a notice of default, the non- defaulting party shall have the right to terminate this Agreement. The right to terminate shall be cumulative and in addition to any and all other rights and remedies available to the parties.

13. **Governing Law:** This Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

14. **Venue:** By execution of this Agreement, the parties consent to venue in Wayne County of any action brought to enforce the terms of this Agreement or to collect any monies due under it. The Parties further expressly, knowingly, and voluntarily waive their rights to a trial by jury.

15. **Notices:** Any notice that either party may give or is required to give under this Agreement shall be in writing and, if mailed, be effective three days after being sent by certified or registered mail, postage prepaid, addressed to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing.

16. **Severability:** If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision the remaining provisions of this Agreement.

17. **Ethics:** The Contractor acknowledges receipt of the City's ethics ordinance and certifies that it is and has at all times relevant hereto been in full compliance. The parties agree that this provision is a material term of this Agreement and past or future violation thereof shall be grounds for termination of this Agreement without liability to the City.

18. **Contractor's Advertisements:** The Contractor is expressly prohibited from referencing its relationship with the City to third parties for any purpose other than that directly related to the Project, without the prior written consent of the City Council. It is understood and agreed that this prohibition includes use of the City's name in any advertisement or application for award or recognition of achievement.

19. **License and Copyright Fees:** The Contractor is responsible to pay for all license and copyright fees due and agrees to hold the City harmless therefrom.

20. **Liquidated Damages:** The Contractor shall be liable to the City for liquidated damages in the amount(s) and manner set forth in the bid specification.

21. **Taxes:** The City is a tax-exempt municipal entity. Any charges, prices and/or invoices assessed and due the Contractor as a result of this Agreement shall not include any Federal, State or sales taxes from any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoices for payment. Further, because the City has tax-exempt status, the City, at its sole option, may elect to purchase any supplies to be utilized by the Contractor, and Contractor agrees to provide the City guidance and assistance with said purchase. In the event the City elects to purchase any supplies to be utilized by Contractor after Contractor advises and consults the City with said purchase, Contractor expressly agrees to use said purchase made by the City for this Project.

22. **Noncompliance:** Failure to deliver goods, use purchases expended by the City in accordance with Section 20, or provide services in accordance with specifications will be cause for

the City to cancel the contract or any part thereof and obtain said goods/services on the open market, charging any additional cost to the Contractor.

23. Confidentiality: While engaged by the City under this Agreement and upon termination of the Agreement, the Contractor shall not use or disclose to any person or organization, without prior written consent from the City, any trade secrets or other confidential information relating to the City that the Contractor may acquire in the course of its performance under this Agreement. The Contractor shall ensure that suitable measures will be taken to protect the confidentiality of the City and its information and /or data. In the event that this Section is violated, the City shall be entitled to injunctive relief, in addition to any other remedy provided by the law. In the event the Contractor has any questions about what is considered confidential, it shall submit the question in writing to the City.

24. Ownership of Tangible Documents: The City shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided, or procured by Contractor or by consultants retained by the City and distributed to the Parties for this Project, as a condition precedent to final payment to the City or in the event of termination under this Agreement, upon payment for all sums due to the City under this Agreement.

25. Extent of Agreement: Except to the extent expressly provided in this Agreement, this Agreement represents the entire and integrated agreement between the Contractor and the City and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Contractor and City and not for the benefit of any third party.

26. Compliance with All Laws: The Contractor represents and warrants that its provision of the goods/services contracted for herein shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City laws, rules, regulations, resolutions, and ordinances.

27. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, pandemic or other serious public health issues, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades in effect on or after the date of this Agreement; and (6) action by any governmental authority. The Parties shall only be excused to the extent that no alternative means are available to the party suffering a Force Majeure event. The party invoking force majeure shall notify the other party as soon as reasonably possible of the Force Majeure, and shall specify the particulars thereof (including the expected duration thereof) and what actions have or will be undertaken to correct the Force Majeure. The Parties shall exercise reasonable good faith efforts to remove the cause or mitigate the effect of the Force Majeure.

28. Contractor Statutory Requirements Not to Discriminate: Contractor covenants and agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract. The Contractor further covenants and agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**City of Southgate, MI
Witnesseth:**

City of Southgate

Joseph G. Kuspa, Its Mayor

Janice Ferenz, Its City Clerk

**Company
Witnesseth:**

(insert name of company)

First Witness

(sign name on line and print it below)

Its (Print title) Date:

Second Witness

[Submit three (3) executed copies of this agreement with your completed bid proposal form. Be sure to have two (2) witnesses along with your signature.]