



Wexford County

RECREATION AND BUILDING COMMITTEE

Julie Theobald, Chair

NOTICE OF MEETING

The Recreation and Building Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, July 06, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor, Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JUNE 01, 2023 REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Maintenance Report (*A. Kerr*)
 - 2. Civic Center Report (*M. Figliomeni*)
 - 3. Recreation Plan Discussion
 - 4. Cadillac Janitorial Contract Extension..... 3
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
RECREATION & BUILDING COMMITTEE MEETING
 REGULAR MEETING MINUTES
 June 01, 2023

The Recreation and Building Committee regular meeting was called to order by Chair Julie Theobald at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Julie Theobald, Jason Baughan, and Jason Mitchell
 Members Absent: Ben Townsend
 Also Present: Jami Bigger, Deputy Administrator/HR Director; Mike Figliomeni, Boon Sports Management; Adam Kerr, Maintenance Director; Megan Kujawa, Sr. Exec. Admin. Assistant; and Joe Porterfield, County Administrator/Equalization Director

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *G.2.a. Boon Sports Management ARPA Request.*

APPROVAL OF THE AGENDA

A motion was made by Comm. Mitchell and supported by Comm. Baughan to approve the agenda, as amended. A vote was called, all in favor. Motion passed, 3-0.

APPROVAL OF THE MINUTES

A motion was made Comm. Baughan and supported by Comm. Mitchell to approve the May 04, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 3-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Maintenance Report

Mr. Adam Kerr, Maintenance Director, was present. A report was provided. Mr. Kerr discussed sewer line issues at the fairgrounds. He is continuing to work with the fair board and contractors on the repairs.

G.2. Civic Center Report

Mr. Mike Figliomeni, Boon Sports Management, was present. A report was provided and discussed. Year-end financials fared well considering the down revenue.

G.2.a. Boon Sports Management ARPA Request

Mr. Figliomeni provided a letter and estimate of a request for ARPA funds. Mr. Figliomeni described the situation at the Civic Center concerning the referee and women's locker rooms. For the referee locker room it is estimated to cost \$50,000.00 and for the women's locker room it is estimated to cost \$25,000.00.

A motion was made by Comm. Baughan and supported by Comm. Mitchell to forward the request from Boon Sports Management in the amount of \$75,000.00 of ARPA funds for improvements to the women's and referee locker rooms at the Civic Center to the ARPA committee. A vote was called, all in favor. Motion passed, 3-0.

G.3. Recreation Plan Memo

Chair Theobald asked Administration to clarify with Networks Northwest on the events that they are physically attending. She would like to see them reaching out to more senior centers, festivals and events outside of the Cadillac area. She is looking forward to his attendance in July.

CORRESPONDENCE

None.

ADMINISTRATOR’S COMMENTS

Mr. Porterfield informed the committee that he is working with the City of Cadillac to get the streets/alleyways vacated near the new pieces of property purchased by the jail. On Tuesday he has a meeting at 2:00 pm with Consumers Energy regarding the Hodenply Dam.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Mitchell and supported by Comm. Baughan to adjourn the meeting at 4:27 p.m. A vote was called, all in favor. Motion passed, 3-0.

Julie Theobald, Chair

Megan Kujawa, Recording Secretary

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Recreation & Building Committee
FROM: Administration
FOR MEETING DATE: July 7, 2023
SUBJECT: Cadillac Janitorial Contract Extension

SUMMARY OF ITEM TO BE PRESENTED:

The Janitorial Services Agreement with Cadillac Janitorial Services has expired. Following is the current contract for your consideration of extending it.

RECOMMENDATION:

Administration recommends the Recreation and Building Committee forward a recommendation to the Finance Committee to extend the janitorial contract with Cadillac Janitorial for a one-year period.

Wexford County
JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **1st day of June, 2022**, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division Street, Cadillac, MI. 49601 (hereinafter referred to as the "County"), and **CADILLAC JANITORIAL, INC.**, a Michigan corporation, P.O. Box 622, Cadillac, Michigan 49601 (hereinafter referred to as the "Contractor").

WHEREAS, the County desires janitorial services including seasonal exterior snow removal and grounds keeping at the following County buildings:

- A. Courthouse and Annex, 437 E. Division Street;
- B. Lake Street Building, 401 Lake Street;
- C. District Health No. 10, 521 Cobb Street;

WHEREAS, the Contractor is a janitorial company with an established and active business record in the State of Michigan; and

WHEREAS, the Contractor has submitted proposals pursuant to the RFP to the County to provide the services which the County requires; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

- I. **Services to be Provided by the Contractor:** The Contractor shall provide the County with the janitorial pursuant to the RFP. The responsibilities of the Contractor with regard to such services are more fully set forth in the attached Exhibits A through E - Specifications and Bid Responses, which Exhibits A-E are incorporated by reference into this Agreement.
- II. **Manner in Which Services Shall be Provided:** The Contractor agrees that all services conducted pursuant to this Agreement will comply with the specifications in Exhibit A-E with oversight by the Contract Compliance Inspector (hereinafter referred to as the "CCI").
- III. **Agreement Term:** This Agreement shall continue for a term of six (6) months, from **June 1, 2022 through December 1st, 2022**, inclusive. The Contractor shall commence performance **June 1st, 2022**, time being of the essence.
- IV. **Compensation:**
Janitorial: The Contractor's compensation for janitorial services under this Agreement for the six month period of this Agreement shall not exceed the following sums: \$99,502.00 (Ninety Nine Thousand two hundred Fifty Two Dollars.) The County shall pay to the Contractor the compensation stated in Section IV(A) on or about the first day of each month for all janitorial services completed during the previous month, by electronic transfer check made payable to the Contractor.
- V. **Contractor Performance Review:**
The CCI shall continually monitor the performance of the contractor and convey discrepancies or progress as indicated:
 - 1. It shall be the responsibility of the CCI to bring to the attention of the contractor the next working day any discrepancies identified as being not in compliance

with the specifications set forth in the applicable RFP or other agreed upon documentation.

2. Minor contractual infractions may be reviewed between the CCI and the contractor verbally.
3. The CCI shall reduce identified persistent minor contractual infractions or major discrepancies to a written "Contract Discrepancy Report," as identified in the RFP.
4. The contractor shall respond to verbal or written infractions in the manner in which they were presented by the CCI in a timely manner not to exceed five (5) workdays.
5. The CCI shall provide the contractor with a monthly written evaluation indicating in detail the quality of service provided the County during the preceding thirty (30) days.

VI. Conflict Resolution:

If contractual or other issues were to arise between the CCI and the contractor which were not able to be resolved between the parties the following conflict resolution shall be invoked:

1. The issue/issues of the conflict shall be reduced to writing and forwarded to the Office of the Wexford County Administrator, hereinafter referred to as "Administrator".
2. The Administrator shall investigate the facts of the case and make a presentation to the Executive Committee.
3. The presentation shall consist of reviewing written proofs and verbal testimony from the principals involved.
4. If resolution offered by this panel is mutually acceptable to parties' corrections will be affected upon the panel's recommendation.
5. If mutually acceptable solutions are not available the matter will be brought through the Executive Committee and forwarded to the appropriate committee for Board of Commissioner Action.

By engaging in this conflict resolution procedure, the Parties do not waive their respective rights to any other contractual or legal remedy.

VII. Contractor Personnel Screening:

Per the RFP all contractor personnel who work inside County facilities are required to have a fingerprint supported background check and a completed "Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations" form (Exhibit F) presented to the CCI prior to working within the facilities.

1. The CCI shall review the responses to the background checks and clear each individual in writing with a copy of this clearance to be filed with both the CCI and the Administrator. Copies of responses to the background checks shall be provided to the Contractor by the CCI.
2. If the background check indicates an arrest and conviction for a misdemeanor the CCI shall inform the Administrator who shall take the response to the Executive Council to determine whether the arrest and conviction is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
3. If the background check indicates an arrest and conviction for a Felony or a Circuit Court Misdemeanor, the CCI shall inform the Administrator that the individual access is denied to work within county facilities. If access is denied,

the denied clearance will be filed with both the CCI and the Administrator. The CCI shall provide written notice to the Contractor that access is denied.

4. If the CCI becomes aware from any source that an individual seeking access to work for the Contractor within County facilities lacks the moral turpitude compatible with this employment, the CCI shall inform the Administrator who shall take the proofs to the Executive Council to determine whether the character flaw is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
5. A trial judge or the prosecuting attorney may deny access by any employee of the contractor to court offices of that judge without cause. If a trial judge denies access, the CCI shall provide written notice to the Contractor.

VIII. Termination:

A. For-Cause: The County may, at any time, upon five (5) days' written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include; gross negligence by the Contractor or the Contractor's employees, willful misconduct by the Contractor or the Contractor's employees, violations by the Contractor or the Contractor's employees of laws, ordinances or County policies while on County property or performing services for the County. It is expressly understood and agreed that by exercising such right of termination the County does not waive any other legal or equitable remedies it may have against the Contractor.

B. At-Will: Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County at any time upon delivery of sixty (60) days prior written notice to the Contractor.

IX. Nondiscrimination:

The Contractor, as required by law, shall not 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

X. Compliance with the Law, Applicable Law, and Venue:

The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Northern Division.

XI. Contractor:

It is expressly understood and agreed that the Contractor is a contractor. The Contractor and the employees and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Contractor and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for the payment of salaries, wages and other compensation due its staff for

services they perform under this Agreement and for 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, as required by law, shall carry workers' compensation insurance coverage for any and all employees it may have, and shall provide the County with proof of said coverage.

XII. Indemnification and Hold Harmless:

The Contractor shall, at its own expense, indemnify, save and hold harmless the County, and its elected and appointed officials/officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its employees or agents which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

XIII. Liability Insurance:

During the term of this Agreement the Contractor shall maintain the following insurances:

- A. Workers' Compensation Insurance, including Employers' Liability Coverage, covering its employees, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Broad Form General Liability Endorsement or Equivalent.
- C. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford.
- D. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: County Administrator, 437 E. Division Street, Cadillac, MI. 49601. "
- E. Proof of Insurance - The Contractor shall provide to the County, at the time the Agreement copies are returned for execution, certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished to the Clerk's Office.

All insurance coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County, and who have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

If any of the insurance coverage required by this section expires during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

XIV. Waivers:

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.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

XV. Modification of Agreement:

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

XVI. Assignment or Subcontracting:

The Contractor shall not assign or subcontract any of its duties and obligations under this Agreement without obtaining the prior written consent of the County.

XVII. Section Titles:

The titles of the sections 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.

XVIII. Complete Agreement:

This Agreement and the attached Exhibits A-F, contains all of 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.

XIX. Invalid Provisions:

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.


XX. Certification of Authority to Sign Agreement:

The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties, and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF WEXFORD



Gary Taylor: Chairman
Wexford County Board of Commissioners

CADILLAC JANITORIAL INC.

Carl Owinga
Vice President Cadillac Janitorial Inc.



Wexford County Board of Commissioners
REQUEST FOR PROPOSALS
Janitorial Services
for Specified County Facilities

Exhibit A

April 5, 2022

Project Representatives: Jami Bigger and Joe Porterfield
County Interim Co-Administrators
437 E. Division St.
Cadillac, MI 49706
P: 231-779-9453
F: 231-779-9745

WEXFORD COUNTY NOTICE OF RECEIVING PROPOSALS

Wexford County seeks bids from qualified firms, on a competitive basis for the purpose of entering into a three-year agreement to provide Janitorial services for the following specified County facilities:

- 1. Historic Courthouse and Annex**
- 2. District Health Department #10**
- 3. Lake Street General Offices – Excluding Invasive Species Office**

Detailed bid specifications are attached. Firms must submit complete bids on all five (5) facilities to be considered qualified. Qualified firms may secure a copy of the bid specifications from:

Wexford County Administration
Megan Kujawa, Sr. Executive Assistant
Historic Courthouse
437 E. Division St.
Cadillac, MI 49601
mkujawa@wexfordcounty.org
or online at www.wexfordcounty.org

Mandatory Walk-through:

A mandatory pre-proposal walk-through will be held **Thursday, April 14, 2022, at 1:00 p.m.** Contact Megan Kujawa, Senior Executive Assistant, to schedule at 231-779-9453.

Bid Deadline:

Only bid proposals received by the County Administrator's Office, 437 E. Division St. Cadillac, MI 49601, on or before **Tuesday, April 26, 2022, at 9:00 a.m.** will be considered.

Wexford County Reserves the right to reject any or all proposals submitted.

WEXFORD COUNTY REQUEST FOR PROPOSALS JANITORIAL SERVICES

- I. Introduction:** Wexford County seeks bids from qualified firms, on a competitive basis, for providing Janitorial Services for all specified facilities. Bid will be awarded only in the event of a cost benefit analysis showing it is in the County's best interest to contract out this service.

For a bidder to qualify it must participate in a facility walk-thru of all specified buildings.

A walk-thru is scheduled for **Thursday, April 14, 2022, at 1:00 p.m.** Bidders must schedule this mandatory walk-thru by contacting Megan Kujawa, Administration, at (231) 779-9453.

A. Bid Submittal and Project Representatives

To be considered, firms must submit a complete, sealed bid submission form and any associated documents to this Request for Proposals (RFP), to the County Administration Office (address). In order to be considered, proposals must be received at the designated location no later than **9:00 am, Tuesday, April 26, 2022.** Bids will be publicly opened and read aloud at 9:00 am, Tuesday, April 26, 2022.

Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to either of the following:

Jami Bigger and Joe Porterfield
County Interim Co-Administrators
Wexford County Administration
437 E. Division St.
Cadillac, MI 49601
(231) 779-9453
administration@wexfordcounty.org

Adam Kerr
Maintenance Director/Contract Compliance Inspector
Wexford County
437 E. Division St.
Cadillac, MI 49601
(231)779-9469
maintenance@wexfordcounty.org

Contact with personnel of Wexford County other than the above stated persons regarding this RFP will be considered grounds for elimination from the selection process.

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding

II. GENERAL INFORMATION

A. Proposal Preparation and Submission

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal. Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions

Each proposal must be plainly marked on the exterior, "Janitorial Services for all Specified Wexford County Facilities." An official authorized to bind the firm to its provisions must sign all proposals and bid submission forms. To be considered a valid response to this RFP, the proposal must remain valid, and the price must be firm for at least one-hundred and twenty (120) days from the proposal opening date. Wexford County is not liable for any cost incurred by the firm prior to the issuance of a contract.

B. Right of Refusal

Wexford County reserves to its sole discretion the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive informalities or irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

C. Disclosure of Proposals

Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.

D. Independent Price Determination

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

- i. The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor;
- ii. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
- iii. No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- iv. The price quoted is not higher than that given to the general public for the same service

E. Conflict of Interest

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer shall immediately disclose in writing the conflict of interest to the County.

The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor

III. CONTRACT REQUIREMENTS

A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract but may be modified by the provisions of the contract. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the county be utilized. The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and

enforceable contract exists when an agreement is fully executed between the parties.

However, by submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP, including those set forth in this Article, or subsequently during the selection process.

A. Nondiscrimination Clause

The Proposer who is selected as the Contractor, as required by law shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.) The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

B. Compliance with the Law

The Proposer who is selected as the Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

C. Independent Contractor

The Proposer who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments

D. Choice of Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Wexford, State of Michigan. In the event that any action is Ingham County Request for Proposals for Janitorial Services in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District – Southern Division.

E. Insurance Requirements

The Proposer who is selected as the Contractor be required to provide a at its own expense and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The firm is responsible for insuring the protection of all persons and property at all times. The successful bidder prior to contract

execution must provide documentation of the above insurance. Wexford County must be included as a separate named insured. The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract.

The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the County. Wexford County's minimum insurance requirements are as follows:

Commercial general liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury and contract liability.

- i. Automobile liability including statutory no-fault coverage, including all owned, non-owned, and hired autos within limits of a minimum of \$1,000,000. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's insurance counselor.
- ii. Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County stating that the firm has no employees and will not hire any while working for Wexford County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County.

All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the Wexford County Administrator's Office, 437 E. Division St. Cadillac, MI 49706. Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state and municipal laws, ordinances and regulations as may be required.

F. County Liability

Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

G. PA 517 of 2012 Certification.

The Proposer who is selected as the Contractor certify that neither the Company, nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract

IV. SPECIFICATION AND SCOPE OF SERVICES

Wexford County is seeking an individual(s) to furnish and maintain an adequate number of properly trained personnel to provide Janitorial Services for all Specified Facilities. This person or persons will be responsible for hiring their own team to run the facilities, and will be responsible for managing, and operating the service in an efficient and effective manner. The County will provide maintenance support and direction to the successful bidder through the Contract Compliance Inspector (CCI).

These services will be provided to Wexford County by a privately owned contractor who will accept all responsibility specified by contracts for providing the services specified for each identified facility. All interested parties to be considered qualified shall submit their proposal and bid submission form to **Wexford County Administration office on or before 9:00 a.m. no later than April 26, 2022.**

All personnel working within county facilities will be subject to county approval for security clearances. The County reserves the right to dismiss from the premises covered by this contract any Contractor's employee whose conduct is improper, inappropriate, or offensive as determined solely by the County. Any employee so dismissed from working on this contract shall not be allowed to return to the premises without written consent from the County. Personnel not employed by the Contractor (including minors not employed by the Contractor) shall not be permitted on the work premises. All of Contractor's employees must be fingerprinted and pass a background check; any Contractor employee with an active court case will not be permitted to work in any of the court facilities.

Contract term to be for 36 months with an option to renew for an additional 36-month period.

A. Scope of Work

The Scope of Work is expected to include, but not be limited to, the tasks identified in Exhibit A to this RFP. Exhibit A is a detailed list of the mandatory janitorial tasks, the frequency of each task, and the facility where the tasks shall be provided. It is the purpose of these specifications to ensure that all services and materials necessary to clean and keep clean all portions of the buildings are provided. It is understood that the highest possible standards of cleanliness are to be maintained.

While Exhibit A sets forth the Scope of Work anticipated by the County at this time, there is no guarantee by the County that this shall continue over the duration of the contract. The County reserves the right to add, modify, or delete tasks and facilities as necessary; any such action shall be formalized by a written amendment to the contract.

Addenda and Acknowledgement of Addenda

All substantive questions and answers resulting from the pre-submittal briefing and tour session shall be formalized and issued as a written addendum to this RFP. Only written addenda should be utilized by Vendors when preparing a response to this RFP. Vendors submitting proposals shall acknowledge

receipt of any addendum to this RFP by identifying such in the **Original Response Checklist**.

Basic Requirements

Equipment, Supplies, and Materials

The Vendor shall furnish all necessary equipment, materials, and supplies required in performing the janitorial tasks, including specialty cleaning and consumable supplies. The equipment must be of industrial type and supplies all of which must be approved in writing by the County.

Security

- a) The Contractor shall be responsible for all keys issued to all individuals. Keys shall not be left in doors, and employees are not under any circumstances to admit anyone to offices where they are working. Doors are not to be propped open at any time. All doors shall be closed, locked, and checked upon leaving offices that have been cleaned. The Contractor shall be responsible for setting all alarms and shall be responsible for any call-backs for not setting alarms properly.
- b) Employees of the Contractor shall not disturb papers on desks, open drawers or cabinets, use telephones or tamper with personal property.
- c) Employees of the Contractor shall report to the County Administrator anything out of the ordinary, such as doors unlocked, stopped toilets or drains, broken fixtures, lights out of order, etc.

Safety & Training

- a) Safety is the responsibility of the Contractor. All equipment and materials will be handled and operated safely per manufacturer recommendations and in accordance with all applicable codes, laws ordinances and regulations.
- b) Contractor is responsible for the training of all employees both initially and on-going as deemed critical to the effective operation of this contract.
- c) Contractor shall be responsible for the training of employees to be in compliance with OSHA regulations pertaining to blood borne pathogens, specifically as that standard relates to equipment, cleanup procedures and disposal.
- d) All containers must be labeled, and Material Safety Data Sheet (MSDS) must be maintained on site by the Contractor in compliance with Occupational Safety and Health Administration's (OSHA) Hazardous Communication Program

V. BID AWARD

It is the intention of the County to award a contract to the lowest responsive and most responsible proposer provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available. **It is currently anticipated that a decision will be made on or before Wednesday, May 4, 2022. The Wexford County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation. This process typically takes 3-4 weeks from the date the successful Contractor is identified**

Pre-Proposal Briefing Session and Tour

To assist those Vendors interested in submitting proposals for this RFP, the County Representative will be conducting a mandatory pre-proposal tour and review of the facilities on April 14, 2022, at 1:00 p.m.

To sign up for the mandatory Pre-Proposal Briefing and Tour Contact:

Megan Kujawa, Senior Executive Assistant

E-Mail: mkujawa@wexfordcounty.org

Phone: 231-779-9453



**WEXFORD COUNTY BID SUBMISSION FORM
JANITORIAL SERVICES FOR SPECIFIED COUNTY FACILITIES**

Firm Name Cadillac Janitorial Inc.

Address PO Box 622, 1351 Plett Rd. Cadillac, MI 49601 Phone (231) 468-9137

1. Pricing Sheet: Daily/Weekly All Facilities:

<u>Facility</u>	<u>Frequency</u>	<u>Est. Monthly Hours</u>	<u>Price Per Month</u>	<u>Annual Amount</u>
Wexford County Courthouse 437 E. Division St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	318	\$ 7,770.00	\$ 93,324.00
Lake Street Facilities 401 North Lake St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	191	\$ 4,662.00	\$ 55,944.00
District Health Department #10 521 Cobb St. A, Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	127	\$ 3110.00	\$ 37,320.00
Annual Total			\$ 15,542.00	\$ 186,588.00

2. Pricing Sheet: Consumable Products & Supplies

<u>Facility</u>	<u>Annual Amount</u>
All Facilities – Consumable Products and Supplies	\$ 11,916.00

3. Pricing Sheet: Annual Grant Total

<u>Pricing Sheet</u>	<u>Annual Amount</u>
Total Pricing Sheet 1: Daily/Weekly All Facilities	\$ 186,588.00
Total Pricing Sheet 2: Consumable Products and Supplies	\$ 11,916.00
<u>Grand Total</u>	\$ 198,504.00

Signature of official authorized to bind the firm to the provisions of the RFP:

Carl Ouwinga
 Carl Ouwinga Vice President Cadillac Janitorial Inc
 Typed and printed name and title:

APRIL 22, 2022
 April 22, 2022
 Date

Please Note: The pricing is reflective of one extra VCT flooring strip and wax, one extra carpet cleaning, adding in suites/offices, increase cost of consumables and the almost doubling of the labor costs.

**Security Awareness Acknowledgment for Personnel with only Physical Access to
Physically Secure Locations**

I, _____ have read the following, or have had it read and explained to me, and understand and agree that:

My duties require me to work or be present in areas where Criminal Justice Information (CJI) may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the *administration of criminal justice*.

The term "administration of criminal justice" is defined in the CJIS Security Policy as:

"Administration of criminal justice" means the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment. In addition, administration of criminal justice includes "crime prevention programs" to the extent access to criminal history record information is limited to law enforcement agencies for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or "safe house" programs) and results of such checks will not be disseminated outside the law enforcement agency.

My work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my work-related duties, I may see or learn of (as by hearing mention of) CJI.

Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or others for purposes or in a manner that could be punished under the criminal laws of the state or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJI, or of a situation that may cause or contribute to the misuse of CJI, I will promptly report same to _____ (*insert agency designee.*)

I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJI, and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJI.

Signature of Individual

Date

Company Employing the Individual

I hereby confirm that the above signed individual has read the above document (or had it read to him or her), and been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

Signature of Criminal Justice Agency Representative

Date

Criminal Justice Agency

ORI

Cadillac Janitorial Understanding of Specifications	
Facilities: Courthouse, Lake Street, Health Dept. #10 (Excluding Dental Clinic)	
Offices, Courtrooms, Conference Rooms, Lobbies, Restrooms, Breakrooms	
Task	Frequency
Clean the following surfaces and areas to be debris, dust, and spot free as possible	
Elevator handrails and all buttons	Daily
Elevator walls and door tracks	Weekly
Areas Requiring Detailed Attention on Schedule: <ul style="list-style-type: none"> • Reception area counters • Spot clean glass • Office Suites • Common area tables and chairs • Holding cells • Counters and interior window spot clean 	Twice Weekly
Copy room counters and tables – wiped/dusted	Twice Weekly
Spot clean hard surface floors	Daily
Low ledges	Twice Weekly
General hallways walls – spot cleaned <ul style="list-style-type: none"> • Excluding Tribute Walls 	Twice Weekly
Stairwell steps, walls, and handrails	Twice Weekly
Dusting including the removal of cobwebs	Weekly
File Cabinets	Weekly
Baseboards	Weekly
Dust	Weekly
Horizontal surfaces/molding (6’ ladder reach)	Twice Weekly
Mailroom	Twice Weekly
Light switches and door handles	Weekly
Vents/grills including ceiling vents (6’ ladder reach)	Weekly
Water put down all drains, (including holding cells)	Monthly
<i>*** Wexford County Employees will clean their own desk/monitor/keyboard</i>	
Kitchen/Breakroom Area (Vendor to use own tools)	
Wipe sinks (if free of dishes) and fixtures	Daily
Move furniture to be orderly	Weekly
Chairs free of crumbs, dust, etc.	Weekly
Clean outside of refrigerator, microwave, cupboards/drawer fronts	Weekly
Clean outside of dispensers (hand soap and hand towel refill)	Daily
Clean outside of vending machines, dust, spills, etc.	Weekly
Vendor will turn-off any machines for safety that are noticed	Daily
<i>***Wexford County Employees will clean coffee pot area</i>	
Emptying of Trash Cans to Include	
Pick-up above throughout. Replace liners as needed	Daily
Pick up debris from under furniture (as possible) throughout	Daily
Trash is items placed inside or on top of waste cans or labeled trash. All items found on the floor that is not obvious as trash will be left on the nearest county. This is to ensure that only trash is disposed of.	Daily
Empty outside trash cans at entrances	3 Times Weekly
Empty Cigarette Cans	Weekly

Restrooms	
*Clean with Disinfectant	
Clean: <ul style="list-style-type: none"> • Toilets • Urinals inside and out • Wall tile • Sinks • Floors • Counter tops • Remove debris • Sanitize • Seats left up 	Daily
Plunge Toilets, as needed. E-mail location of any that do not clear	As needed
Clean mirrors, frames, outside of dispensers, doors	Daily
Fill supplies: <ul style="list-style-type: none"> • Toilet paper • Hand towel • Hand Soap 	Daily
Vacuum	
Carpet throughout, Elevator door locked open during service	3 Times Weekly
Spot vacuum debris on other days	2 Times Weekly
Wall to wall including under desk and chair	3 Times Weekly
Clean Glass	
Lobby door and windows spot cleaned	Daily
Reception glass, door glass spot cleaned	3 Times Weekly
Lobby doors	Weekly
Sweep and Mop	
Sweep all hard floors and damp mop	Weekly
Sweep all hard floors and damp mop (may be daily during winter)	Daily
All Other Doors	
Disinfect door handles of high traffic areas	2 Times Weekly
Spot clean door and frames	2 Times Weekly
Specialty Cleaning	
Carpet extraction – All wall to wall	Twice Yearly
Strip and wax – All appropriate flooring (minimum 3 coat finish)	Twice Yearly
Ground level windows – Spring Cleaning	Yearly