

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *MONDAY, JULY 29, 2013*

DUE DATE: *TUESDAY, AUGUST 20, 2013*

PROJECT: *REST AREA MAINTENANCE (JANITORIAL & GROUNDS);
RFP#114-13*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible proposal, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

***CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068**

All proposals received shall be noted as such on the outside of the envelope:

PROPOSAL: *REST AREA MAINTENANCE - RFP#114-13*

DUE DATE: *AUGUST 20, 2013 @ 3:00p.m. (Local time)*

****PROPOSERS ARE CAUTIONED THAT PROPOSALS SUBMITTED TO AN ADDRESS OTHER THAN THAT NOTED IN SEC. 1.1 MAY NOT BE CONSIDERED.***

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of 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, marital status, or a handicap 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.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

REGISTRATION NUMBER:

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS

REGISTRATION NUMBER:

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of

REGISTRATION NUMBER:

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ **300,000** per occurrence and/or aggregate combined single limit, 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ **300,000** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Additional insureds shall also include the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation, and their agents and employees, pursuant to Sec. 1.8.7.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as 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 Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have Calhoun County, State of Michigan, and the State Transportation Commission added as an additional insured to their insurance policy, pursuant to Sec. 1.8.7.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the proposal process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, proposal, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set

forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible proposer whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete

description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed proposal/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of this agreement shall be for **two years, with the possibility of two one-year** extensions at the mutual agreement of both parties. The term of this agreement shall commence **October 1, 2013**.

The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and *Three (3)* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, proposers must submit a complete response to this RFP. No other distribution of RFP is to be made by this proposer. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the proposer find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the proposer.
- 2.2.3 The proposal shall be legally signed and the complete address of the proposer provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the proposer's

proposal will become contractual obligations, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP if such information would be of significance to uninformed proposers. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via e-mail by **WEDNESDAY, AUGUST 7, 2013**. All questions and answers will be posted to the County's website so as to be available to all potential proposers by **FRIDAY, AUGUST 9, 2013**, and registered vendors will be notified via email to view this information on the website. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig, Purchasing Coordinator
315 West Green Street
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposal received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov

2.7 ALTERNATE PROPOSALS

Proposers are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK:

Calhoun County is seeking bids for maintenance of the MDOT-owned #R722 rest area located on southbound I-69. The awarded contractor is requested to provide cleaning of restrooms and facility; walkway snow removal; mowing; maintenance of flower beds; and waste removal under the supervision of the Calhoun County Road Department (CCRD). The length of the proposed contract will be for a two-year term, with two 1-year extensions possible. The term of this agreement will commence October 1, 2013. Bid prices shall remain firm during the term of this agreement. The most responsive bid shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS:

3.2.1 Location:

MDOT rest area #R722 is located on southbound I-69, 1/2 mile south of N Drive north in Calhoun County.

3.2.2 Scope:

3.2.2.1 Contractor will provide janitorial maintenance of restrooms, entryways, and storage; minor facility maintenance; snow removal on walkways; mowing of grounds; planting and maintenance of flower beds; and removal of all waste from site for proper disposal.

3.2.2.2 Contractor will provide supplies and equipment used in the provision of these services, per "MDOT Approved Materials and Supplies" list, Sec. 3.6.

3.2.2.3 The responsibilities of the Calhoun County Road Department (CCRD/Contract Administrator) will be further outlined in Sec. 3.10.

3.2.3 Specifications for intended work can be located under the headings of "Janitorial Service & Minor Facility Maintenance" (3.3), "Grounds & Flower Bed Maintenance" (3.4), and "Snow Removal" (3.5).

3.3 JANITORIAL SERVICE & MINOR FACILITY MAINTENANCE:

The contractor is expected to perform the following minor maintenance:

- 3.3.1 Replace burned out light bulbs in all light fixtures. When a burned out bulb is replaced in a fixture, all bulbs in the same fixture shall be replaced and old bulbs discarded. The correct method for changing light bulbs will be demonstrated by the Contract Administrator or his representative.
- 3.3.2 Tighten loose screws in partition doors, door closures, etc.
- 3.3.3 Plunge plugged toilets and urinals, or rod if necessary.
- 3.3.4 Clean and maintain flush valves on toilets and urinals as directed by the Contract Administrator. CCRD personnel will provide training for this maintenance procedure.
- 3.3.5 If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary “out of order” sign on stall and notify the Contract Administrator immediately. The Contract Administrator may give further instructions for temporarily closing part or all of the rest area.
- 3.3.6 Any rest area damage which requires more than minor maintenance, the contractor shall notify the Contract Administrator.
- 3.3.7 If necessary and upon the approval of the Contract Administrator, the Contractor may be instructed to temporarily close the rest area building at which time he will lock the rest area doors and place the temporary “closed” sign in the lobby window, clearly visible to the public.
- 3.3.8 The contractor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment.
- 3.3.9 The Contractor must bag all trash from receptacles daily. One dumpster will be allowed on site.
- 3.3.10 Legal disposal of all refuse and associated costs are the contractor’s responsibility. Proof of proper disposal (receipts, bills) shall be provided upon Contract Administrator’s request.
- 3.3.11 Major repairs:

Major building repairs and replacement of fixtures will be done by CCRD as required unless specified as the contractor’s responsibility.

Contractor must contact the Contractor Administrator immediately for needed repairs, replacements, or of any warning lights in the maintenance room.

3.3.12 Work Plan:

3.3.12.1 Restrooms – Daily

3.3.12.1.1 Primary cleaning as specified below shall be completed in the first two (2) hours of coverage and again in the last two (2) hours of coverage, as illustrated below:

Procedure:

- a. Close off washroom and place closed sign in front of door while cleaning, as necessary. Restroom shall be closed a maximum of 20 minutes. Open alternate restroom, if available.
- b. Perform cleaning survey of all areas – note problems with lights, faucet leaks, flush valves, floor tiles, and drains. Fill-out Condition Report.
- c. Replenish supplies (toilet tissue, hand soap, etc.)
- d. Clean and disinfect door, door pulls, windows, kick plates, etc.
- e. Sanitary napkin receptacles – remove bag, disinfect container and install new bag.
- f. Disinfect outside of toilets, top and bottom of seats, and flush valves. Allow disinfectant to dwell 5 minutes.
- g. Punch water out of toilet traps.
- h. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
- i. Disinfect outside of urinals and flush valves. Allow disinfectant to dwell 5 minutes.
- j. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl.
- k. Clean mirrors.
- l. Clean and disinfect sinks, countertops, fixtures and front of vanity.
- m. Wipe disinfectant from toilets, seats, flush valves, and urinals.
- n. Spot clean walls, ceilings, partitions and remove graffiti.
- o. Pick up trash and sweep floor.
- p. Empty rest room garbage cans.
- q. Mop floors using liquid detergent disinfectant.
- r. Report needed repairs to CCRD contact person.

- s. A seven (7) day supply of supplies shall be on hand in the storage room at all times.

3.3.12.1.2 Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary. A minimum of three (3) spot cleanings shall be done between the hours of 8:00 A.M. and the end of the daily coverage, consisting of:

- a. Clean and sanitize all china fixtures.
- b. Refill toilet tissue dispensers.
- c. Wash walls around sinks and hand dryers.
- d. Sweep floors and spot mop as needed.
- e. Remove writing from walls and stall partitions.
- f. Check grounds and walks and spot clean as needed.

3.3.12.2 Restrooms – Weekly

- a. Disinfect and clean entire walls and partitions.
- b. Remove and clean plastic light fixture covers with soap and water.
- c. Clean window screens as needed.

3.3.12.3 Restrooms – Monthly

Scrub tile floors using 175 r.p.m. rotary floor machines, 15” diameter brush spread with 15” diameter “ZIM-GRIT” – Green ZZ scrubber pad, or approved alternate.

Procedure:

- a. Close restroom – sign properly displayed.
- b. Sweep area thoroughly; remove gum or sticky substances with putty knife.
- c. Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid-base solution.
- d. Place wet floor signs in area.
- e. Liberally apply cleaning solution to floor with wet mop.
- f. Allow solution to dwell 5 minutes.
- g. Scrub floor with 175 r.p.m. rotary floor machine and zim-grit scrub pad or approved alternate.
- h. Scrub corner and areas which machine will not reach with manual swivel scrub brush.
- i. Pick up scrubbing solution with wet mop.
- j. Empty bucket – refill with clean rinse water.

- k. Rinse floor and corners thoroughly – change water often.
- l. Pick up rinse water with dry mop.
- m. Dry mop, allow to dry, remove wet floor signs.

Wash restroom walls, partitions, toilets, and urinals with portable pump-on sprayer.

Procedure:

- a. Close restroom – sign properly displayed.
- b. Remove all paper products.
- c. Trip the circuit to hand dryers, and electrical outlets.
- d. Cover all hand dryers and electrical outlets with plastic duct tape.
- e. Wear gloves and eye protection.
- f. Prepare detergent-disinfectant solution according to manufacturer's directions.
- g. Apply cleaning solution to walls and partitions. **DO NOT SPRAY THE CEILING.**
- h. Wash toilets, urinals, flush valves.
- i. Allow solution to dwell 10 minutes.
- j. Rinse thoroughly with clean, warm water.
- k. Wipe down walls, toilets, urinals with clean cloth.
- l. Dry mop the floor.
- m. Clean drains with approved disinfectant.
- n. Completely clean ceiling vent covers.
- o. Turn off heat to ceiling heaters and clean.

3.3.12.4 Lobby and Entrance Ways – Daily

- a. Empty trash receptacles, clean and disinfect inside and outside of all waste receptacles presenting a soiled or odorous condition.
- b. Replace receptacle liners when torn or soiled.
- c. Sweep and mop lobby and entrance floor with detergent disinfectant – proper signing necessary.
- d. Clean ash receptacles – remove cigarette butts from containers.
- e. Clean and disinfect drinking fountains.
- f. Pick up litter, papers, etc.
- g. Wash plastic map cases with mild soap and water (inside and outside surfaces) – do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.

- h. Wash windows/doors that are accessible to public.
- i. Spot clean ceilings.

3.3.12.5 Lobby and Entrance Ways – Weekly

Remove entrance grates and sweep debris out of catch basin.

3.3.12.6 Lobby and Entrance Ways – Monthly

- a. Wash all windows including upper level truss windows with squeegee (where applicable).
- b. Clean ceiling.
- c. Turn off ceiling heaters and clean.

3.3.12.7 Storage Areas – Daily

- a. Pick up litter; keep storage area neat and tidy.
- b. Record and complete water use and phosphate/chlorination operation report, rest area incident report, rest area condition report, telephone log, and coffee break forms.
- c. Dispose of used, empty cleaning bottles.
- d. Visual inspection of all equipment (water heaters, pipes, furnace) for possible leaks.

3.3.12.8 Storage Areas – Weekly

- a. Sweep and mop floor.

3.3.12.9 Storage Areas – Monthly

Clean drains with approved disinfectant cleaner.

3.3.13 Orientation and Training – Rest Area Only

The Contractor is responsible for training all attendants and replacements prior to or as part of their initial work assignment.

3.4 REST AREA SIDEWALK SNOW REMOVAL:

Contractor will do the following:

- 3.4.1 **Snow and ice removal shall be the first priority after replenishing supplies.**

- 3.4.2 Clean all sidewalk areas outlined on attached rest area grounds sketch. (*Attachment A.*)
- 3.4.3 Provide clear passage to all public information sites and public telephones.
- 3.4.4 Clear snow “windrows” created at the junction of sidewalks and parking lots by vehicle snow removal operations.
- 3.4.5 Clearing shall coincide with rest area sidewalk cleaning outlined on accompanying sketch. (*Attachment A.*)
- 3.4.6 Use of MDOT-approved de-icing chemicals will be allowed to provide for clean and safe pedestrian traffic. When clean and dry conditions are achieved, excess de-icing chemicals must be swept up and either recycled or properly disposed of.
- 3.4.7 Equipment for snow removal to be provided by janitorial contractor:
 - 2 stage electric start snow thrower
 - Shovels
 - Walk behind/push salt spreader
- 3.4.8 CCRD is responsible for cleaning vehicle parking lots and entrance/exit ramps of snow and ice.

3.4 GROUND AND FLOWER BED MAINTENANCE:

3.5.1 Work Schedule:

3.5.1.1 Grounds – Daily

- a. Pick up paper, cigarette butts and litter including animal droppings.
- b. Clean picnic tables, stoves and park benches.
- c. Water and maintain flower beds (as described below).
- d. Empty trash containers and replace liners, disinfect barrels if soiled.
- e. Clean sidewalks of snow and ice, as needed.
- f. Apply de-icer chemicals.
- g. Walks must be kept free of snow and ice. Restricted sidewalk plan for snow and ice removal will be given to the contractor prior to winter season. Sketches will be supplied for areas that need cleaning.
- h. Sweep sidewalks when snow is not present; sweep excess salt from sidewalk after it is clear and dry.
- i. Patrol parking lots for debris and dispose; sweep curb.
- j. Clean cigarette snuffers.

- k. Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside). Do not use harsh chemicals or abrasive materials on plastic windows.

3.5.1.2 Grounds – Weekly

- a. Water any new landscape plantings as requested by CCRD
- b. Maintain and weed landscaped beds, flower beds, and wood chipped areas.
- c. Keep sidewalks clean and weed free.

3.5.1.2 Grounds – Annually

- a. Plant flowers in flower beds per MDOT specifications.

3.5.2 Procedures for Maintaining Annual Flowers:

3.5.2.1 Watering:

- a. Do not allow soil to dry out.
- b. Water in the morning.
- c. Water thoroughly with water hose, allowing the water to penetrate down to a depth of 4-6 inches to encourage deep root growth. Sprinklers watering to the above depth is too time consuming.

3.5.2.2 Weeding:

- a. Remove weeds daily.
- b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3.5.2.3 Removing Faded Flowers (As approved by CCRD):

This is known as “deadheading” and is necessary to keep the plants attractive, from going to seed, and to prevent diseases. The plants will produce more flowers and be tidier.

- a. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove seedpod also.
- b. Shearing back is another form of deadheading. This is done only with particular plant material (see following list). Only enough growth is sheared to remove the flower heads.

3.5.2.3.1 Deadheading According to Variety:

All the plant material to be grown at the rest area is listed below. The plant varieties are broken down into three (3) maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

3.5.2.3.1.1 Low Maintenance:

Faded flowers fall cleanly from the plant and do not need removing.

- Alyssum
- Basik
- Begonias
- Coleus
- Dahlberg daisy
- Dusty Miller
- Flowering cabbage and kale
- Impatiens
- Vinca

3.5.2.3.1.2 Semi-Low Maintenance:

Shear back once in mid to late July if the plants become tall and leggy.

- Lobelia
- Petunia

3.5.2.3.1.3 Medium Maintenance:

Plants that need deadheading at least twice a week or as blossoms die.

- Brachycome (Swan River Daisy)
- Cosmos
- Dianthus
- Geraniums
- Marigold
- Pansies
- Rudbeckia

- Salvia
- Snapdragon
- Strawflower
- Verbena

3.5.2.4 Fall Plant Removal (As approved by CCRD):

After frost has blackened the tops of the annuals, remove plants, roots and all, from the beds and rake smooth.

3.6 MDOT APPROVED MATERIALS & SUPPLIES LIST:

All materials & supplies used in this contract shall meet the following list of “MDOT Approved Materials”. The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually.

MDOT APPROVED MATERIALS LIST

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Junior Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 3 3/4" wide, 3" core, 2000'/roll, 12/rolls per case	175 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 1/2" x 4 1/2" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All manual hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	150 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3600 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1200 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	2800/5800 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCl acid base bowl cleaner (10% maximum HCL)	300 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a non-acid based mild disinfectant cleaner	50 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	8 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	48 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted walls, brick, tile and laminates	12 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	700 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	2 Bottles

MATERIAL (Con't.)	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (min. 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucket & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24" minimum width, rubber tipped	5
Broom	To sweep dirt and debris from floor	Heavy duty push broom, 24" minimum width, for interior hard floor surfaces	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	15
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	15
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons	1
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality 5/8" dia. rubber hose with proper fittings, minimum length 100'	1
Multipurpose, Telescoping Ladder	To use when accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	24
Shredded Mulch Bark	To be placed around trees & plant beds	No wood chips or foreign objects (i.e., rocks, nails, etc.)	10 cubic yards approximately

3.7 INSPECTION OF WORK SITE:

All proposers shall visibly inspect the work area in order to become familiar with the scope of the work contemplated. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a proposal shall constitute a waiver by each proposer or all claims or error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof.

Inquiries regarding the location of the intended rest area can be directed to:

*Paul Adams, Road Department Supervisor
269.781.9841, x229
Monday thru Thursday; between 6:00 a.m. and 4 p.m.*

All other inquiries regarding this document, the proposal specifications, and requirements are to adhere to Sec. 2.4 “Inquiries” and shall be directed to the contact noted within that section.

3.8 DAYS/HOURS OF OPERATION:

3.8.1 Hours of Operation:

The contractor will have an employee at the rest area during 7:00 a.m. to 9:00 p.m. daily, 365 days per year. Attendant must be on site and working during all hours of coverage .

3.8.2 Required hours of coverage are:

Approximately 98 hours per week, 365 days per year, per the following schedule:

Monday thru Thursday:	7:00 a.m. to 9:00 p.m.
Friday:	7:00 a.m. to 9:00 p.m.
Saturday:	7:00 a.m. to 9:00 p.m.
Sunday:	7:00 a.m. to 9:00 p.m.

3.8.3 There are six (6) weeks per year which include holidays that require additional coverage. The holidays are: Christmas, Thanksgiving, Easter, Memorial Day, Independence Day and Labor Day. No additional compensation will be provided. Coverage cost for these periods are to be included in the contract bid unit price. (Independence Day coverage required only when not a weekend.)

3.8.3.1 During the holidays listed above, the Contractor shall provide one male employee to maintain the men's restroom and one female employee to maintain the women's restroom between the hours of 6:00 a.m. and 10:00 p.m.

3.8.4 Deductions for Non-Coverage:

The contractor shall have a person in said rest area at all hours scheduled. If the contractor fails to have a person in the rest area during the hours scheduled in the approved contractor's work schedule, it will result in a deduction of \$100 for each occurrence.

3.8.4.1 Procedure for implementing the above:

3.8.4.1.1 The first time a rest area is not manned, the Contract Administrator will call for a meeting with the contractor, review the condition and \$100 will be deducted from the next Contractor's invoice.

3.8.4.1.2 Should a second non-staffed condition occur, a second meeting will be held followed by a letter of warning and \$100 will be deducted from the next invoice.

3.8.4.1.3 Should a third non-staffed condition occur, **a written notice of termination will be sent to the contractor.**

In the event of such termination, CCRD may deem appropriate to perform services similar to those so terminated. The contractor shall be liable for the additional costs for such services. The contractor shall not be liable for costs to continue to maintain the rest area if the failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

3.9 CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS:

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The Contractor shall provide, without extra charge, all incidental items required as a part of the work even though not particularly specified or indicated.

3.9.1 The contractor's responsibility is to protect MDOT property at all times and to use only such materials and treatments as will enhance the appearance of the rest area.

3.9.2 In addition to what is outlined in the General Conditions, the Contractor shall furnish the following:

3.9.2.1 Maintenance equipment

3.9.2.2 Snow removal equipment for sidewalks

3.9.2.3 Gardening and watering equipment for maintaining landscape beds

Contractor shall be responsible for the maintenance of the above listed equipment.

3.9.2.4 Adequate, proper training for all attendants.

3.9.2.5 All supplies used by the public and materials necessary for cleaning.

Supplies and materials purchased must meet specifications outlined in the "Approved Material List", Sec. 3.6.

3.9.3 Report any vandalism, illegal dumping, and any non-pickup and overflow of dumpsters to the Contract Administrator.

3.9.4 **Contractor must bag all trash from receptacles daily. One dumpster will be allowed on site.** Legal disposal of all refuse and associated costs are the contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon Contract Administrator's request.

3.9.5 The Contractor shall have separate crews for mowing and janitorial services. Contractor's personnel assigned to janitorial duties shall not perform mowing tasks.

3.9.6 The Contractor shall provide the Contract Administrator with an up to date master list of all employees working at the rest area. This list shall include employee names and their drivers license number (if applicable). The list shall include the supervisor's name and telephone numbers where they can be reached 24 hours per day.

3.10 CCRD GENERAL RESPONSIBILITIES:

Maintenance performed by MDOT/CCRD:

3.10.1 Water conditioning equipment.

3.10.2 Building structures or shelters.

3.10.3 Trees and shrubs, placing and planting, trimming and removal.

3.10.4 Heating and plumbing systems unless specified as the contractors minor maintenance.

- 3.10.5 Fences.
- 3.10.6 Lagoons, tile fields and septic tanks.
- 3.10.7 Lawn fertilizing and weed control.
- 3.10.8 Electrical equipment.
- 3.10.9 Snow removal on vehicle ramps and parking lots, unless specified elsewhere in this contract.
- 3.10.10 Utility bills, except attributable phone calls.
- 3.10.11 Inspection for Contractor compliance.
Inspection may be daily during the work week and periodically on weekends.

CCRD will furnish:

- 3.10.1.1 Keys to the buildings, which must be returned to the Contract Administrator when the contract is completed. CCRD will Withhold final payment until all keys are returned. If not returned, CCRD will change all locks and deduct the cost thereof from the Contractors final payment.

- 3.10.1.2 Applicable CCRD forms for reporting purposes:

- Water use and phosphate/chlorination operation report
- Rest area incident report
- Rest area condition report
- Coffee break forms
- Telephone log
- CCRD identification hats and vests which shall be worn, if furnished, by all employees at all times when working within rest area buildings and grounds, per Sec. 3.19.
- Phone numbers of CCRD contact personnel.

3.11 PROTECTION OF PUBLIC:

Adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety, and warning to persons and vehicular traffic affected in the work area.

3.12 REST AREA SEASONAL CLOSURE:

Due to budget constraints, CCRD reserves the right to close the rest area during the winter. CCRD will notify the contractor of the rest area's schedule for closing at least thirty (30) calendar days in advance. The final rest area cleaning will follow the same procedures outlined in the specification for the final contract cleaning.

3.13 TEMPORARY CLOSING:

If adverse weather conditions, mechanical failure, or other emergency situations require the closure of the facility, the contract shall be suspended until the facility is reopened. The contractor shall be reimbursed for all days or partial days worked. It is not the intent of CCRD to close a rest area for other than emergency and/or reconstruction reasons, unless specifically noted.

3.14 LAWS, ORDINANCES AND REGULATIONS:

The contractor shall keep himself/herself fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

3.15 PERMITS AND LICENSES:

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

3.16 INDUSTRY RULES AND CODES:

All work shall be done in compliance with the applicable rules of the industry, which shall be considered as included in these specifications, shall comply with all local and state codes and be approved by CCRD prior to use.

3.17 PROTECTION OF PROPERTY:

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where work is being performed.

3.18 TIME AND PROGRESS:

It is understood and agreed that "TIME IS OF THE ESSENCE" with respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to execute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable period of time.

3.19 SAFETY EQUIPMENT, PROPER CLOTHING, AND APPEARANCE:

All personnel working on the grounds shall be responsible for wearing safety equipment as per Michigan Occupational Safety and Health Administration (MIOSHA) requirements

and proper clothing such as shirts, long pants, eye protection, and work boots. All personnel shall maintain a clean and neat appearance.

3.20 USE OF PESTICIDES:

The use of pesticides by the contractor is prohibited for any of the work tasks included in this contract.

3.21 GENERAL CONDITIONS:

3.21.1 Performance Bond Requirements

The determined successful bidder shall furnish a satisfactory performance bond in the amount of 100 percent of the total contract price whenever the total contract price is \$25,000 or greater. Such bonds shall be on the form provided by and shall meet the requirements of the Michigan Department of Transportation; including, but not limited to those pertaining to Power of Attorney and requirements specified in the laws of Michigan. The performance bond must be furnished to the CCRD Permit Department prior to any contract award. Failure to provide a timely performance bond will result in awarding the contract to the next lowest responsive bidder.

3.21.2 Work Progress and Inspection:

3.21.2.1 Inspection may be daily during the work week and periodically on weekends.

3.21.2.2 Rejection of Work:
Contractor agrees that CCRD has the right to make all final determinations as to whether the work has been satisfactorily completed.

3.21.2.3 Equipment and Materials, Inspection and Liability:
The Administrator shall have the right to inspect all equipment and materials, which is/are to be used in carrying out the terms of this contract. Any such equipment or materials, which do not comply with local, state and federal codes or with this contract, may be rejected by CCRD.

3.21.3 Payment:

Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to the contract unit price rest area.

3.21.3.1 Non-Acceptable Conditions:

Should a daily inspection by the CCRD Administrator reveal that the contractor's work results in any non-acceptable maintenance condition:

3.21.3.1.1 The CCRD Administrator at the time of the first occurrence shall call a meeting with the contractor to review the condition.

3.21.3.1.2 Should a second non-acceptable condition develop, a second meeting will be held. **A letter of warning will follow.**

3.21.3.1.3 Should a third non-acceptable condition develop, **a written notice of termination will be sent to the contractor.**

In the event of such termination, CCRD may deem appropriate to perform service similar to those so terminated. The contractor shall be liable for any excess cost for such services. The contractor shall not be liable for any increase cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

3.22 POST AWARD MEETING:

Once the award of the contract has been made, the contractor will be requested to meet with the Contract Administrator and to provide the following:

3.22.1 The Contractor shall provide the Contract Administrator with an up to date master list of all employees working at the rest area. This list shall include employee names and their drivers license number (if applicable). The list shall include the supervisor's name and telephone numbers where they can be reached 24 hours per day.

3.22.2 Materials and Supplies:

The contractor shall be required to submit a complete list, at the post-award meeting, of the name and product number, of all supplies to be used in fulfilling this contract. CCRD reserves the right to accept or reject these items. No flammable liquids shall be stored inside the rest area building. An acceptable

substitute must be immediately furnished for any rejected item. A current MATERIAL SAFETY DATA SHEET (MSDS) for each product must be kept in a MSDS LABELED NOTEBOOK at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910,1200.

3.22.3 Performance Bond:

Awarded Contractor shall provide a performance bond in the amount of and in accordance with specifications contained in 3.21.1.

3.22.4 Insurances:

Proof of insurance coverage per Sec. 1.8, if not already submitted with proposal.

3.23 CONTRACTOR TRANSITION MEETING:

When the Contractor changes at any facility, a meeting shall take place during the last day of the old contract. In attendance shall be the old contractor or representative, new contractor or representative and the Contract Administrator. The purpose of this meeting is to turn in, and redistribute keys to the facilities, take a physical inventory of the equipment and supplies owned by each of the representatives, and exchange any information necessary to enhance the transition process. A copy of the physical inventory shall be mailed to the old contractor and distributed to all concerned. A second copy of this inventory shall become part of the contract records.

3.24 PROPOSAL RESPONSE:

3.24.1 Work Plan

Describe in narrative form your technical plan for accomplishing the work, in accordance with the outlined tasks, as outlined in specifications contained in Sec. 3.3, 3.4, and 3.5.

3.24.2 Price

Completed Attachment D "price sheet" shall accompany the bid response. No alternate form of pricing will be considered.

3.24.3 References

Provide at least three (3) references for which you have provided rest area maintenance services in the state of Michigan, which are similar in scope to that requested in this RFP and pursuant to MDOT specifications. Include a

description of the work performed, as well as a contact name and corresponding phone number or email address for each reference.

3.24.4 Proof of Insurance

Provide proof of insurance coverages, as outlined in Sec. 1.8. Also provide a letter from your insurance company indicating that you are approved for the bonding capacity, as outlined in Sec. 3.21.1. A performance bond is not necessary when submitting your proposal, however, will be required upon award of a contract.

3.25 CONTENTS OF PROPOSAL:

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Proposal. Responsive proposals shall contain the following information :

- 3.25.1 “Legal Status of Bidder”; (*Sec. 1.3*).
- 3.25.2 Proof of Insurance; (*Sec. 1.8*).
- 3.25.3 Work plan
- 3.25.4 Proof of capacity to obtain Bid Bond (*i.e. letter of assurance from insurance co.*)
- 3.25.5 References
- 3.25.6 Non-collusion Affidavit (*Attachment B*)
- 3.25.7 Certificate of Authorization for Contract Execution (*Attachment C*)
- 3.25.8 Price sheet (*Attachment D*)

3.26 PROPOSAL EVALUATION CRITERIA:

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria:

- 3.26.1 Pricing
- 3.26.2 Adherence to Technical Specifications
- 3.26.3 Equipment & staffing plan
- 3.26.4 References

3.27 AWARD AND REJECTION OF PROPOSALS:

- 3.27.1 This proposal will be awarded to one contractor.
- 3.27.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 3.27.3 Proposers who do not demonstrate their ability to perform the work according to these specifications will be rejected.
- 3.27.4 Proposers who do not have acceptable and/or sufficient equipment and personnel to complete the intended work and within the time limits required will be rejected.

3.28 AWARD:

Upon notification of contract award by the CCRD, the contractor shall submit to the CCRD designated representative other documentation as may be requested or required hereunder. Upon receipt and subsequent approval by CCRD, a written "Notice To Proceed" and an executed copy of the contract will be forwarded to the contractor. Work shall not start until such "Notice To Proceed" is received by the contractor and a Post-Award Meeting is held.

3.29 CHANGE AND/OR CONTRACT MODIFICATIONS:

- 3.29.1 The CCRD reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.
- 3.29.2 Price adjustments due to any of the foregoing changes shall be based on a prorate basis on this bid/contract. Prices for extra work requested during this contract that are not part of this contract will be negotiated at the time of occurrence.
- 3.29.3 Changes of any nature after contract award, which reflects an increase or decrease in requirements of costs, shall require a written change of service. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF CONTRACT ADMINISTRATOR'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

3.30 RESPONSE TO RFP:

Proposer's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Proposers are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A
Grounds Sketch - #R722 Rest Area

(To obtain a sketch of the rest area, access via this link:
http://www.calhouncountyroads.com/wp-content/uploads/images/turkeyville_maps.jpg)

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT C

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____
(Official Corporate Title)

Of the corporation named contractor herein: that _____ who
signed the foregoing proposal on behalf of said corporation was then signed the signed the
of said
corporation; that said proposal was duly signed for on behalf of said corporation by
authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____
TITLE: _____
FIRM: _____
DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT D
RFP#114-13 REST AREA MAINTENANCE**

PRICE SHEET

JANITORIAL SERVICE, INCLUDING WASTE REMOVAL:

\$ _____ PER WEEK

\$ _____ ANNUALLY

GROUNDS MAINTENANCE:

\$ _____ PER CYCLE

\$ _____ ANNUALLY

JANITORIAL SERVICE, INCLUDING WASTE REMOVAL & GROUNDS MAINTENANCE:

\$ _____ TOTAL ALL SERVICES, ANNUALLY

BIDDER: -----

ADDRESS: -----

CONTACT NAME/TITLE: -----

PHONE: -----

FAX: _____

EMAIL: -----

SIGNATURE: -----

DATE: -----

NO ALTERNATE FORM OF PRICING WILL BE ACCEPTED BY THE COUNTY IN PLACE OF THIS PRICE SHEET.