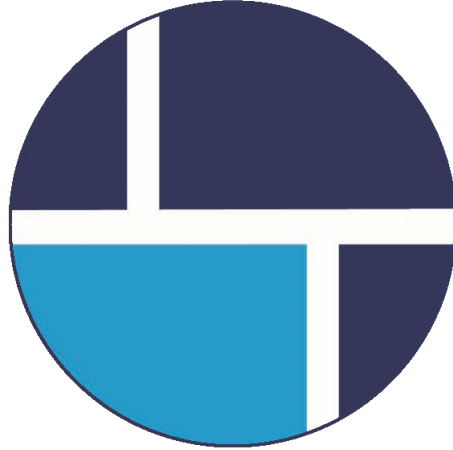


CITY OF JACKSON



2025 JANITORIAL SERVICES - CITY HALL & JACKSON POLICE DEPT.

Bid Responses Due: WEDNESDAY, OCTOBER 9, 2024
by 10:00:00 AM

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CITY OF JACKSON, MICHIGAN
161 W. Michigan Avenue
Jackson, Michigan 49201

September 9, 2024

INVITATION TO BID

The City of Jackson will receive sealed bids for the 2025 JANITORIAL SERVICES - CITY HALL & JACKSON POLICE DEPT. project until 10:00:00 AM local time on WEDNESDAY, OCTOBER 9, 2024 at the offices of the Purchasing Department, 161 W. Michigan Avenue, 8th Floor, Jackson, Michigan.

The work includes the following partial listing of items with approximate quantities:

THE CITY OF JACKSON IS ACCEPTING BIDS FOR JANITORIAL SERVICES AT CITY HALL AND JACKSON CITY POLICE DEPARTMENT. BIDS ARE REQUESTED FOR JANITORIAL SERVICES AT THE FOLLOWING ADDRESSES: 1) City of Jackson City Hall - 161 W. Michigan Ave. 2) Jackson Police Department - 216 E. Washington Ave. The Contractor shall provide all personnel, supervision, equipment and other items necessary to perform the janitorial (housekeeping) services listed in the contract specifications.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms from the city's website at <http://www.cityofjackson.org/rfq>.

Prospective bidders are invited to attend a pre-bid meeting on WEDNESDAY, SEPTEMBER 25, 2024 (MANDATORY) at **1:00 PM CITY HALL - 161 W. MICHIGAN AVE.** and **2:30 PM POLICE DEPT - 216 E. WASHINGTON AVE.**

Any questions concerning contract documents or specifications will be addressed at this meeting. This will give companies contemplating submitting a bid a chance to examine the locations of the proposed service/goods and receive interpretations of the contract documents.

The City of Jackson does not discriminate on the basis of race, religion or national origin, color, age, sex, height, weight, marital status, and physical or mental handicap as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson
By
Heather Ehnis, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. **PROJECT:** The work includes the following partial listing of items with approximate quantities:

THE CITY OF JACKSON IS ACCEPTING BIDS FOR JANITORIAL SERVICES AT CITY HALL AND JACKSON CITY POLICE DEPARTMENT. BIDS ARE REQUESTED FOR JANITORIAL SERVICES AT THE FOLLOWING ADDRESSES: 1) City of Jackson City Hall - 161 W. Michigan Ave. 2) Jackson Police Department - 216 E. Washington Ave. The Contractor shall provide all personnel, supervision, equipment and other items necessary to perform the janitorial (housekeeping) services listed in the contract specifications.

The scope of this work shall include all labor, equipment and materials necessary to complete this project according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

2. **PROPOSALS:**

- a. Proposals are to be submitted on the forms attached. They should be submitted to the Purchasing Agent, City of Jackson, as provided in the Invitation for Bids in a sealed envelope marked "2025 JANITORIAL SERVICES - CITY HALL & JACKSON POLICE DEPT."

- b. Proposals, affidavits, certificates and all appendices must be fully and properly filled out and executed.

- c. Proposals must be bid on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern. The preliminary estimates of quantities indicated, although given with as much accuracy as possible, are to be regarded as approximately only, and are given for the general guidance of the bidders and as a basis upon which the different proposal may be compared. The City reserves the right to increase or diminish any or all of these quantities within reasonable limits and the Contractor will be paid for the actual work completed and accepted by the City at the prices stated in his Proposal.

Upon the discovery of an obvious error in a bid document that could result in a change in the amount of a bid, the staff of the Purchasing Department shall contact the bidder in writing and advise the bidder that it has seven working days from the date of the letter to correct the error. This correction shall be in writing directed to the Purchasing Agent and shall be postmarked no later than seven working days from the date of the letter referred to in the first sentence of this paragraph.

If no correction is received in a timely fashion, then the Purchasing Agent shall reject the bid. If a correction is received and the Purchasing Department deems the same to be appropriate and proper in every way, the Purchasing staff shall attach same to the original bid document and shall then proceed to tabulate the bids as corrected.

d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 90 days after opening.

e. Each bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Contractor shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Contractor.

f. The City may request of any bidder evidence of experience performing the work being bid and may require information on financial status and equipment available for the project.

g. Each bidder shall indicate on page 12 of the Proposal Forms the name, address, and a complete description of work to be performed by each subcontractor on this project. All subcontractors must be approved by the City and must meet the same requirements of the successful bidder.

h. On contracts that have two or more divisions, proposals that offer a percentage deduction if a single bidder is awarded more than one division will be considered provided that the deduction is clearly identified in the proposal.

3. **BID SECURITY:** All Proposals must be accompanied by a certified check made payable to the order of the City of Jackson in the amount of 5% of the aggregate bid total. Bid bonds with authorized surety companies as sureties and of like amount may be substituted for certified checks at the option of the bidder. Such bid bonds must be run to the City of Jackson, Michigan.

All proposals submitted without bid security will be returned to the bidder unread.

The bid deposit of all except the three (3) lowest bidders will be returned within (3) days after the opening of bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after Contract and required bonds have been finally approved by the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY:** All bidders shall complete the Equal Employment Opportunity Certification, Certification of Nonsegregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

5. **AWARD:**

A. If the contract is over \$50,000, then the City Council will be advised of the bids received and receive staff recommendations on award. Award of contract, if any, will be made to the single lowest responsible bidder for the entire scope of the project. Provided however, the City Council has the authority to reject any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid when the public interest is served thereby, and such action is in the best interest of the City.

B. The City Council reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

6. **CONTRACT:**

A. If the awarded contract is \$50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

(1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;

(2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

(3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk.

B. Within 10 days of notification of award, the Contractor must provide certificates of insurance evidencing insurance coverage as required by the Contract.

C. The successful bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure

to do so within 10 days of Notification of Award will result in forfeiture of the bid security.

D. The Contractor will be provided with Notification to Proceed upon completion of the steps in this paragraph. The Contractor must begin work within 5 days of the Notice to Proceed.

E. Contract Documents require that all work on this project be completed by .

F. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase.

7. RESPONSIBLE CONTRACTOR ORDINANCE:

This bid is subject to the Responsible Contractor Ordinance.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

A. Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

B. Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests,

contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

C. Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

D. Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status or are not participants in a Registered Apprenticeship Program.

E. Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

CHECKLIST FOR BID SUBMITTAL

- _____ BID BOND – If a bid bond is required, please submit your bid bond with your bid documents
- _____ PROPOSAL SHEETS – Please fill out and notarize your proposal sheets
- _____ NOTARY SIGNATURE – Please make sure that Page P 15 of 30 and Page P 19 of 30 are notarized.
- _____ SAM.GOV – Contractors must be registered on with SAM.GOV to be eligible to work on federally funded projects. Registration is free. <https://sam.gov/content/entity-registration>
Please provide your sam.gov Unique Identity Number (UIN): _____ if you have received it. If you have applied for your UIN and have not received it, please indicate the date of application _____.

PLEASE DO NOT SUBMIT STAPLED BID DOCUMENTS

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: _____

In compliance with your invitation for bids dated **September 9, 2024** to perform **2025 JANITORIAL SERVICES - CITY HALL & JACKSON POLICE DEPT.**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of _____
organized and existing under the laws of the State of _____
with offices at _____
(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# _____

(Corporate Seal, if applicable) Name of Bidder: _____

Signed By: _____

Its: _____

BID SHEET

DATE:

PROPOSAL FOR: 2025 JANITORIAL SERVICES - CITY HALL & JACKSON POLICE DEPT.

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above-described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date

SCHEDULE OF BID PRICES
NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

ITEM NO	DESCRIPTION	MONTHLY PRICE	ANNUAL COST
1	CITY HALL – 161 W. MICHIGAN AVE		
2	POLICE DEPT – 216 E. WASHINGTON AVE.		
3	EXTRA WORK, HOURLY RATE		
TOTAL 1 & 2		\$	

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Bidder's Name:	
Address:	
City, State, Zip:	
Telephone:	
Fax:	
Email Address:	
Federal ID Number:	
Bid Signed By:	Print or Type
Title:	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By _____ Its _____

CONTRACT COMPLIANCE

DATE: September 9, 2024
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

_____ certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment _____ understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: _____ By: _____
(Bidder's Name)

By: _____
(Signature)

By: _____
(Title)

Address

City

State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: _____ By: _____
(Bidder's Name)

By: _____
(Signature)

By: _____
(Title)

Address

City

State and Zip

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, _____ an authorized representative of _____ am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated _____

Signature

City of Jackson Ethics Disclosure Form Vendors and Contractors

Name	Company
Telephone	Email Address

Contract or matter pending with the City:

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

- A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

None of the above apply.

Dated:

Signature

Subscribed and sworn to before me, a Notary Public, this _____ day of _____,
20____.

Notary Public, _____ County,
My commission expires: _____

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: _____
2. Established: Year _____ Number of Employees _____
3. Type of organization: Individual ___ Partnership ___ Corporation ___ Other ___
4. Former name(s) if any, and year(s) in business

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____

5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____

5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____

I certify that all of the information provided is true and answered to the best of my ability.

Signed _____ Name _____
Title _____ Date _____

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	
OFFICERS:	
President:	Email Address:
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name? _____	
PARENT COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	

CRITERIA 3:

State and local licenses and license numbers held by your organization:

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

_____ NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.

_____ NONE

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

_____ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:

Type of Coverage:

Telephone:

Are you self-insured for Worker's Compensation Insurance? Yes_____ No_____

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

_____ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

_____ Yes

_____ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10-hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

_____ Yes

_____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyman certification or status for masters and journeymen to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider evaluating which bids best serve its interests, and the extent to which responsible and qualified bidders are able to achieve this goal.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:**

Print Firm Name/Principal

Signature/Principal

Date

RESPONSIBLE CONTRACTOR BID EVALUATION CRITERIA

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women,

veterans, returning citizens, and small businesses.

3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and whose address is _____ herein "the Contractor".

WITNESSETH:

WHEREAS the City deems it necessary to undertake the herein described Project; and

WHEREAS, the City has advertised for sealed proposals for said Project; and

WHEREAS the Contractor submitted a proposal for said Project which was accepted by the City as the lowest responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and
- B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the total sum of
- C. Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Instructions to Bidders.
- II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III. This Agreement includes all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.
- IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.

- V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.
- VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.
- VII. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

Witness By Daniel J. Mahoney, Mayor

Witness By Andrea Muray, City Clerk
* * * *

Witness By
Company Name
Signature
Please print or type name
Title _____

APPROVED AS TO SUBSTANCE:

Jonathan Greene
City Manager

APPROVED AS TO FORM:

Matthew M. Hagerty
City Attorney

GENERAL CONDITIONS

I. **DEFINITION OF TERMS USED:** The terms used in the Contract Documents are defined as follows:

A. "City" shall mean the City of Jackson, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.

B. "Contract Documents" shall include the following:

Invitation for Bids	Bid Bond
Instructions to Bidders	Notice of Award
Addendums to Instructions to Bidder	Performance Bond
Payment Bond	Agreement
Insurance Certificate	Authorized Change Orders
Notice to Proceed	Specifications
General Conditions	Special Provisions
Plans and Drawings	Supplemental Specifications
Maintenance Bond	
Bid Proposal and Bid Sheet(s), including all attachments	
All other documents attached hereto	

C. "Contractor" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.

D. "Work" shall mean the services to be performed by the Contractor as set forth in these contract documents.

II. **CONTRACTOR'S OBLIGATIONS:**

A. **Schedule of Work:** The Contractor shall, prior to start of construction, submit to the City for written approval a practicable and feasible schedule, showing the order in which he proposes to carry out the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The schedule shall not exceed time limits required by the contract documents. The Contractor shall perform the work in accordance with the schedule. The schedule may only be revised with the written approval of the City.

B. **Drawings and Specifications:** The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Contractor shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the Contractor merely as evidence and the Contractor himself must assume entire responsibility for any conclusions which he may draw from it.

- C. **Performance and Completion of Work:** Contractor shall provide all labor, materials, tools, and equipment for proper execution and completion of work in accordance with contract documents and shall complete and deliver work to the City on schedule within the specified time. The Contractor shall furnish sufficient forces, construction plant and equipment as may be necessary to insure the progress of the work in accordance with the approved progress schedule. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, or to increase machinery, equipment or staging on site, such additional work, machinery, equipment, and staging shall be provided by the Contractor without additional cost to the City.

Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the City that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the city, it may terminate the contractor's right to proceed with the work, in accordance with the provisions governing Termination of Contract in these General Conditions.

- D. **Materials and Workmanship:** All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer and in such a manner so as to preserve all manufacturer warranties. All work shall be done in a good, substantial, workmanlike manner, by skilled workmen. The Contractor shall assign to the City before final payment all manufacturer's warranties relating to the materials, labor, or equipment used in the work.
- E. **Superintendence by Contractor:** The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the City, in attendance at the site at all times during performance of the work, with authority to act for him and all communications given to the foreman or superintendent shall be as binding as if given to the Contractor. The Contractor shall also be responsible for the general supervision and coordination of work among the various subcontractors.
- F. **Permits, Fees, and Notices:** The Contractor shall secure and pay for the building permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities having jurisdiction over Work, as determined by the City.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The contractor shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of

public authorities, without such notice to the City, the Contractor shall assume full responsibility for such Work, its correction or removal, and shall bear the attributable costs.

- G. **Protection of Property and Structures:** The Contractor shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees and shrubs will be remedied by the Contractor by repairing, restoring or replacing the same to its prior condition as incidental to the work, and no extra compensation will be allowed.
- H. **Protection and Preservation of Land Monuments and Property Line Marks:** The Contractor shall protect carefully from disturbance or damage, all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or marker must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of reestablishing such monuments or markers from any monies due or to become due the Contractor.
- I. **Safeguards:** The Contractor shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes. When required, safeguards shall include watchmen, traffic signalmen, railing, barricades and lights employed in such a manner as to afford maximum safety.
- J. **Use of Premises:** The Contractor shall confine his apparatus, the storage of materials, and the operation of his workers to limits indicated by law, ordinance, permits, or direction of the City, and shall not unreasonably encumber the premises or streets with his equipment or materials. The Contractor shall ensure that the site is maintained in a safe condition and kept orderly and clean and all combustible rubbish shall be promptly removed from the site. He shall further make every effort to maintain uncongested vehicular and pedestrian access to the site and all adjacent areas at all times. Whenever it becomes necessary to close off a street, permission of the City Engineer must be obtained. The Police Department, Fire Department, City Engineer, and local residents shall be notified forty-eight (48) hours in advance of each closing by the Contractor. The Contractor shall not erect any sign on the site without the City's prior written consent.
- K. **Cleanup of Temporary Storage Site:** At the completion of the work, the Contractor shall remove all rubbish, tools, equipment, temporary work and surplus materials from the temporary storage site and adjacent premises. If the Contractor does not attend to such cleaning as above stipulated when so requested by the City, the City may cause such cleaning to be done by others and charge the cost thereof to the Contractor. No portion of the work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the City Manager.
- L. **Water for Construction Use:** If the Contractor intends to use water from the City system, he shall make application to the City Water Department, and pay all charges

that may be imposed by the Water Department. Adequate precaution shall be taken by the Contractor against freezing or waste of water. All use of any of the City fire hydrants shall be done in accordance with the requirements of the city Water Department, and every effort will be made by the Contractor to use these hydrants in such a manner as not to interfere with the operation of the City Fire Department. The cost, charges and fees for any such water usage shall be borne by the Contractor.

III. **INSPECTION:**

The City and its employees, agents or representatives shall at all times have access to the work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.

The City shall have the right to reject materials and workmanship which are defective or do not comply with contract documents. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor fails to correct such defective work or remove rejected materials within a reasonable time, the City may remove them and charge the expense to the Contractor.

IV. **PAYMENT:**

A. **Partial Payments:** The City shall make partial payments as the work progresses, as follows:

Upon itemized application by the Contractor and reasonable opportunity for inspection by the City, the City shall make monthly payments to the Contractor based on ninety percent (90%) of the value of the labor and materials incorporated in the work up to the first day of the month less the aggregate of all previous payments, provided that the aggregate of all monthly payments shall not exceed ninety percent (90%) of the contract price.

After the work is 50% in place, additional retainage shall not be withheld unless the City determines, in its sole reasonable discretion, that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the City so determines, the City may retain not more than 10% of the dollar value of work more than 50% in place. In no case shall the aggregate of all monthly payments exceed 95% of the dollar value of the work.

B. **Final Payment:** Upon completion and acceptance by the City of all work required hereunder, and after the Contractor shall have furnished the City with release of all claims against the City which arise or may arise under and by virtue of this contract, then the City shall pay the balance due under this contract.

Payments otherwise due may be withheld by the City on account of defective work not remedied, rejected work, claims filed, or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments properly to sub-contractors, or for material or labor, or a reasonable doubt that the contract can be completed for the balance then unpaid. If the same is not remedied upon written notice, the City may do so at the Contractor's expense and deduct any sums expended from payments otherwise due.

- C. **Deductions.** Pursuant to charter section 2.15, the City may deduct from the amount due to the Contractor any invoices, judgments, or taxes currently owed by the Contractor to the City that are delinquent.
- D. **Acceptance as Release:** Contractor's acceptance of final payment shall be a release to the City of any and all claims of any nature Contractor may assert against City arising out of or relating to this work.

V. **CHANGES TO THIS CONTRACT:**

- A. **Change Orders:** The City shall have the authority to order changes in the work through additions, deletions, or substitutions. Modifications, deletions or additions that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Contractor and the City. The change order shall include any change to the contract sum which shall be adjusted in accordance with unit prices and/or lump sum prices as bid.
- B. **Extra Work:** Being defined as work for which unit prices are not listed. Compensation for such extra work shall be included in any change order and shall be based on the actual cost to the Contractor for labor, materials and equipment plus fifteen (15%) percent. The Contractor shall perform such extra work as may be ordered by the City Manager. Any extra work required in an emergency to protect life and property shall be performed by the Contractor as is necessary. The City shall be notified within 48 hours of start of any extra work, for which the Contractor shall keep a strict account of actual cost, and a written work order shall be made out as soon as practical to do so. "Extra work" submitted after the 48-hour limitation will not be reimbursed by the City.
- C. **Delays:** Time is of the essence of this contract. Delays shall be separated into two (2) classifications as determined by the City Manager. The classifications are as follows:
 - 1. delays for which the Contractor is responsible, and
 - 2. delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, public utility delays, etc.

No extensions of time will be given for delays as in classification (1) above for which the Contractor is responsible.

Delays failing into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the same amount of time as such delay may cause to be lost. The Contractor must notify the City in writing within 48 hours of the start of any delays falling into this classification.

- D. **Liquidated Damages:** Should the work under these specifications not be finished within the time specified for any reason other than delays in classification C(2) above, it is agreed that there may be deducted by the City from the final payment to the Contractor a sum computed at the rate of per day, beginning the day following the

scheduled date of completion and continuing until the date of final acceptance of the work.

It is understood that the above deduction of per day is not a penalty, but money due, to be treated as liquidated damages to reimburse the City for the extra costs due to the delay in the completion of the work.

VI. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.**

This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances (“the Code”). This contract or agreement is also voidable or rescindable at the discretion of the City at any time if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.

VII. **TERMINATION BY THE CITY:**

Should the Contractor, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the contract documents, the City may, at its sole discretion, terminate the contractor's right to proceed with the work by written notice to the Contractor. In such event, the City may enter upon the premises and for the purpose of completing the work included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable for and shall pay the difference to the City.

VIII. **SECURITY:**

A. **Bonds:** If the awarded contract is \$50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

- (1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;
- (2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City

from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

- (3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk prior to the commencement of any Work.

B. **Insurance:** The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insured to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies having an AM Best rating of A- or better, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its sub-contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified below, unless otherwise agreed to by the City in writing. When requested by Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. The amounts and types of such insurance shall be not less than the following:

- 1. Minimum required limits of liability:
 - (A) For jobs with an estimated contract cost of less than \$50,000
 - (1) Comprehensive Commercial General Liability, limits of at least:
 - a. Bodily Injury, each occurrence \$300,000
 - b. Bodily Injury, each aggregate \$500,000
 - c. Property Damage, each occurrence \$100,000
 - d. Property Damage, aggregate \$100,000
(or in the alternative to a, b, c, d)
 - e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$500,000
and aggregate \$500,000

(2) Automobile Liability Limits of at least:

- a. Bodily Injury, each person \$300,000
- b. Bodily Injury, each occurrence \$500,000
- c. Property Damage, each occurrence \$100,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit each occurrence \$500,000

(B) For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

(1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence \$1,000,000
- b. Bodily Injury, aggregate \$1,000,000
- c. Property Damage, each occurrence \$500,000
- d. Property Damage, aggregate \$500,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000
and aggregate \$1,000,000

(2) Automotive Liability and Property Damage Insurance with limits of at least:

- a. Bodily Injury, each person \$1,000,000
- b. Bodily Injury, each occurrence \$1,000,000
- c. Property Damage, each occurrence \$1,000,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

- 2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. **If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form WC-337 or its equivalent); and**
- 3. **If the contract requires any work procedures involving explosives,**

blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
5. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.
7. If the contract involves new construction, Contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.

- C. **Indemnification:** To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save the City of Jackson, its agents, servants, officials, officers, employees, or representatives (hereinafter "the Indemnitees"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal expenses including attorneys' fees, or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, including death, or otherwise, brought or recovered against the Indemnitees by reason of any act or omission, without limitation or exception, of the Indemnitees, the Contractor, its agents, contractors, subcontractors, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the negligence of the Indemnitees, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.
- D. **Liens:** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.
- E. **Guarantee:** The Contractor shall guarantee all materials and work performed under this Contract for the period of year from the date final payment is made. The contractor shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

If the award of contract is \$50,000 or greater, the contractor shall provide a Maintenance and Guarantee Bond for a minimum of 25 percent of the total value of the contract price. The Maintenance and Guarantee Bonds shall guarantee the

maintenance of all work under this contract for a period of year from the date of final payment. All bonds shall be signed by the contractor with a surety company licensed to do business in the State of Michigan which is acceptable to the City. Said bond shall be payable to the City of Jackson and filed in the office of the City Clerk.

IX. **ARBITRATION:**

- A. **General:** At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.
- B. **Selection:** If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise, a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Contractor.
- C. **Compensation:** The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.
- D. **Work to Continue:** The Contractor will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

X. **MISCELLANEOUS:**

- A. **Subcontracts:** The Contractor agrees to be fully responsible to the City for the acts or omissions of his subcontractors and anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- B. **Taxes:** The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in the whole or in part of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall insure solely to the benefit of the City of Jackson.

- C. **Assignments:** The Contractor shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.

- D. **Social Security:** The Contractor shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-contractors. The Contractor shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Contractor or any sub-contractor which may be assessed against the City under authority of said Act of State Law of Michigan.
- E. **Patents:** The Contractor shall defend all suits or claims and shall save the City harmless for liability of any nature or kind, including costs and expenses for or on account of any patented invention, article, or appliance, manufactured or used in the performance of this contract.
- F. **Testing and Laboratory Service:** All field and laboratory inspection and testing of materials prior to use will be provided for the City under a separate contract or arrangement. The manner and extent of such service, and the selection of the testing agencies, shall be established by the City.

Whenever such prior testing of materials shall indicate that such material does not meet specifications, the Contractor may, at his own expense, make appropriate tests to prove otherwise. Final decision on acceptance or rejection of these materials shall be made by the City.

- G. **Interpretation of Contract Documents:** If any doubt exists in the mind of the Contractor as to the correct meaning of any part of the drawings, specifications, or contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- H. **Access:** The Contractor shall provide the City, the Department of Labor, or any authorized representative thereof; with access to any books, documents, papers, and records of the Contractor which are pertinent to this project for the purpose of making audit, examination, excerpts and transcriptions.
- I. **Payment for Idled Persons and Equipment:** In the event that machinery or equipment is idle due to failure of the City to properly provide for the Contractor to proceed with the work in accordance with the contract, or due to a delay caused by a public utility, payment may be allowed in accordance with Section 109.05 of the MDOT Standard Specifications for Highway Construction. If, in the opinion of the Engineer, there are other operations which could be undertaken by the Contractor should he claim idle time, the Contractor shall immediately proceed with such work and no idle time compensation will be approved.
- J. **Measurement and Payment.** In the event the contract involves unit bid pricing, such pricing shall govern over total dollar amounts. Quantities of work completed under the

contract shall be determined by the city using the standards or methods of measurement provided in the Specifications, Special Provisions, Supplemental Specifications, or any other provision contained in the contract documents. Every attempt shall be made to measure quantity of work as fairly and accurately as possible; however, in the event of a discrepancy or dispute between the Contractor and the City, the City reserves the right to make final determination of the quantities of work completed in order to calculate the total cost of the work (Total contract amount).

K. **Coordination of Plans and Specifications**: In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order.

1. Special Provisions/Conditions
2. Supplemental/Technical Specifications
3. Project Plans and Drawings
4. General Conditions

The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or other contract documents and if any inconsistency, omission, or conflict is discovered in the plans, specifications, or other contract documents, the Contractor shall (i) provide the better quality or greater quantity of work, or (ii) comply with the more stringent requirements, either or both in accordance with the City's interpretation as to the true intent. If in any place the meaning of the plans, specification, or other contract documents is obscured or uncertain or in dispute, the Contractor shall immediately consult with the City for the City's interpretation as to the true intent.

L. **Fines and Penalties**. Any fines, penalties or other monetary sanctions from any federal or state authority against the City that are a result of the actions or failure to act of the Contractor will be deducted from any payment that is due to the Contractor. If the fine, penalty or other monetary sanction is levied after Contractor receives payment, Contractor shall reimburse the City within 10 days of written notice for all such fines, penalties or monetary sanctions.

M. **Withholding**. Contractor must require that its employees comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. In addition, all contracts between the Contractor and any subcontractors must contain a provision requiring the subcontractor to comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. Copies of such contract language must be provided to the City prior to commencement of work by the subcontractor.

N. **Entire Agreement**. This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and

even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.

O. **Person in Default to the City:**

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term “default” shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

JANITORIAL SERVICES WORK STATEMENT

1. INTRODUCTION

- A. The City of Jackson is accepting bids for janitorial services at several City Departments. This document is designed to provide the bidding Contractor with information on the general requirements of the Contract. Bids are requested for janitorial services at the following addresses:
 - 1. City of Jackson City Hall – 161 W. Michigan Avenue
 - 2. Jackson Police Department – 216 E Washington Ave.

2. SCOPE OF WORK

- A. The Contractor shall provide all personnel, equipment, supervision, and other items necessary to perform the janitorial (housekeeping) service as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of the City of Jackson owned or leased office building(s). The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services required by the City of Jackson (Agency).
- B. Each department has its own individual cleaning requirements, and tasks/schedules vary from location to location. Some departments provide cleaning chemicals, cleaning equipment, etc. It is the responsibility of the Contractor to read each department specification and provide pricing based on the provided materials and service requirements.

3. SPECIFIC REQUIREMENTS

- A. **CONTRACT PERIOD/EXTENSIONS**

The term of this contract is two (2) years and will commence with the issuance of the contract. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall include a 3% cost of living increase. The City reserves the right to terminate the contract for any reason at all, with a 30-day written notice. Once the term of the contract and all extensions have expired, the contract may be extended on a month-to-month basis at the same unit cost. All such services shall be provided in compliance with the specifications.

4. CONTRACT PAYMENT SCHEDULE/BILLING

Payment will be provided to Contractor once per month. At the close of each calendar month the Contractor is to submit detailed billing to the Purchasing Coordinator.

5. PRICING/PAYMENT

- A. All costs for supplying required insurances, employee fringe benefits, social security or other governmental business taxes, must be incorporated into bid price quoted for this service. Such costs may not be billed separately.
- B. The Contractor shall be responsible for payment of all wages, taxes, fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment to employees.
- C. A cost for contracted hourly services will be provided with the quote for any additional services. On rare occasion a department may request additional cleaning of areas not outlined in the specifications.

6. **SECURITY CLEARANCE**

- A. For security purposes it is imperative that any employee authorized to clean City of Jackson facilities submit to a criminal background check. The **awarded bidder** shall obtain this information using the Michigan State Police Internet Criminal History Access Tool (ICHAT). The website address for this is https://www.michigan.gov/msp/0,4643,7-123-1878_8311--_,00.html **The Contractor is responsible for any expenses incurred during this process and must be updated yearly for all of their employees.** The Contractor will only appoint employees to clean City of Jackson facilities if they have cleared the security check and do not have a felony conviction. The results of the report will be sent to the Purchasing Coordinator for final approval. In the event a new employee is added, **they must have an ICHAT report completed, submitted and approved prior to reporting to a City location.**
- B. **Security for Police Department Janitorial Cleaning.** Janitorial employees assigned to the Jackson Police Department are required to meet security protocols that differ from other city agencies. Employees must submit fingerprints for a thorough criminal history report. It is the responsibility of the Janitorial Contractor to contact the City of Jackson Police Department in advance (517-788-4210) and set an appointment for a fingerprint/background check. When completed a copy of the report must be presented to the Police Department's Building Representative. **Janitorial employees will not be allowed to access the Police Department facilities until proper security clearance is provided.**

7. **STAFFING/EQUIPMENT**

- A. The Contractor must have equipment and staff to adequately perform the specified services, and in the event of mechanical breakdown, will be expected to provide backup service so that janitorial services are performed as requested.
- B. The Contractor shall maintain an adequate pool of trained and ICHAT cleared relief personnel to substitute for absent regular employees.
- C. A copy of the contract and specifications should be on site at each location so that their employees know what is expected (in case of turnover).

8. **EXAMINATION OF PREMISES**

- A. It is the responsibility of the Contractor to have visited the site prior to submitting a proposal and check the working conditions and the methods of carrying out the work. The Contractor shall schedule the walk-through inspection through the Purchasing Coordinator and the Building Representative. Any condition which would prevent implementation of the work identified in this contract shall be indicated by the Contractor to the City of Jackson. The Contractor shall be held to have made such examinations and no allowances will be made by reason of error or omission, to make adequate examinations. Square footage listed is only estimates. Any additional measurements are the responsibility of the Contractor.

9. **CLEANING SCHEDULE**

- A. Upon award of contract, it is the responsibility of the Contractor to contact the Building Representative prior to starting the actual work. At this time cleaning tasks/schedules can be addressed per location, and clarification made to any tasks or responsibilities.

10. **TRAINING/SAFETY REQUIREMENTS**

- A. TRAINING

1. Contractor shall employ personnel capable of fulfilling the requirements of this contract and shall provide their employees training as necessary to perform work related duties. Janitorial personnel shall be trained in each skill required to perform each custodial/janitorial activity.
2. Contractor shall ensure employees are trained to meet all local, state, federal requirements related to their assigned tasks. Any expenses for training and updating employee training will be provided by the Contractor.
3. Contractor shall ensure employees are trained to meet and conform to standard (OSHA/MIOSHA) safety programs.

B. SAFETY AND ENVIRONMENTAL PROTECTION

1. The Contractor shall conform to all applicable Federal, City of Jackson and local laws, and to the requirements of this contract.
2. The Contractor shall take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel and City of Jackson personnel performing or in any way coming into contact with the performance of this contract.
3. The Contractor shall take all reasonable precautions to prevent the release of hazardous chemicals into the environment, and take additional precautions for health, safety, and environmental protection.
4. Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Purchasing Coordinator, shall be grounds for termination of this contract in accordance with the Default Clause of this contract.

C. HAZZARD COMMUNICATIONS

1. Any chemicals brought into the facility by the Contractor must be pre- approved by the Building Representative. The Contractor must provide a copy of the SDS sheet and any pertinent safety information to the Building Representative. It is the responsibility of the Contractor to train their employees to use the chemical in compliance with all safety standards.

D. ACCIDENT/DAMAGES

1. Accident Reports:
The Contractor shall comply with City of Jackson, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Building Representative within one hour of occurrence and a written follow-up report to the Building Representative within 24 hours of occurrence.
2. Damage Reports
In all instances where City of Jackson property or equipment is damaged, the Contractor shall submit to the Building Representative a full report of the facts and extent of such damage, verbally within one hour, and in writing within 24 hours of the occurrence.
3. The Contractor is responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

11. OTHER REQUIREMENTS

A. SUPERVISION/DISCIPLINE

1. Competent supervision is to be furnished by the Contractor, and these services must be satisfactory to the City of Jackson. The Contractor shall exercise all

supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties.

2. The Contractor shall discipline his/her employees as necessary, including hiring and firing. In the event of an employee of the Contractor leaving employment or is discharged, the Building Representative must be notified immediately for security reasons.
3. The agency may require the Contractor to immediately remove any contractual employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another City of Jackson agency.
4. The agency reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

B. BUILDING LOCK UP

1. The Contractor must lock and secure the building each night when leaving. Lock-up procedures consist of the following before leaving the building:
 - a. Turn off designated interior lights
 - b. Check and lock all entrance doors, gates or any other access
 - c. Properly set security alarm system (where applicable)
2. In locations that include a security alarm system, the Contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building or set the security alarm and/or lock the gates (where applicable) will result in a complaint to vendor and possible cancellation of the contract. Any cost incurred from a City Employee being called in (overtime wages), security service, or local police, for false alarms caused by failure of the contractor to properly set the security alarm, will be the responsibility of the Contractor.
3. In addition, should the contract be canceled by default of Contractor, the cost of changing the building locks, providing new keys and re-coding the security alarm, where applicable, will be charged to the Contractor. These costs may be deducted from the final payment due the Contractor.

C. ACCESS/SECURITY

1. The Building Representative of each facility will provide the necessary registered and returnable keys to the Contractor. Any such keys are not to be duplicated and will be returned to the Building Representative upon completion of contract. **Any access codes provided to Contractor or Contractor's employees will be considered confidential and are not to be provided or shared with anyone.** Breaches of confidentiality may constitute grounds for cancellation of the contract.
2. The Contractor shall comply with all security regulations and special working conditions as required by the agency. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the City of Jackson agency.
3. The Contractor must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. Relatives or other personal visitors are not allowed at the work site.

D. EQUIPMENT AND SUPPLIES

1. The Contractor must use cleaning equipment that meets with the approval of the City of Jackson agency. The Contractor will be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this contract and a Safety Data Sheet (SDS) prior to starting any work. Right is reserved by City of Jackson to accept or reject these items. An acceptable substitute must be furnished for any rejected item.

2. The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. All equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.
3. If the Contractor is required to supply cleaners, use only such materials as are recommended and approved by the Building Representative or designee. The use of any powdered scouring cleaners is expressly prohibited.
4. The City of Jackson will furnish an area for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on City of Jackson premises.

E. EMPLOYEE RULES/CONDUCT

1. All work shall be done in accordance with all regulations governing the City of Jackson agency wherein the work is to be performed. Contractor employees will perform work with minimum possible interference to the ongoing activities of the City of Jackson agency. Materials, tools, etc. shall be confined so as not to unduly encumber the premises.
2. The Contractor must insure that each employee carries a current employee identification card, with picture, which is no more than two years old. The Contractor's employee must wear a badge in plain view indicating the employee's name and company name in letters not less than inch in height.
3. Contractor/employees shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality may constitute grounds for cancellation of the contract.
4. Contractual employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.
5. All lost and found articles recovered by contractual employees must be immediately turned in, to the Building Representative.
6. Contractual employees:
 - a. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.
 - b. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
 - c. Must not receive or initiate personal telephone calls from City of Jackson owned telephones.
 - d. Must not play radios or other sound equipment without the Building Representative's approval.
 - e. Must not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
 - f. Must turn off lights, if applicable, after cleaning is completed in an assigned area.
 - g. Parking for contractual employees under this Contract (at City Hall) will not be provided by the agency. Arrangements for any necessary private parking incidental to this Contract are the responsibility of the Contractor.

F. INSPECTION AND CORRECTION OF DEFICIENCIES

1. The City will require a walk-through inspection on a monthly basis and reserves the right to initiate inspection(s) at its discretion. Walk-through inspections will require the participation of a Contractor Representative in an administrative capacity (not the daily cleaning crew) and one or more representatives of the City of Jackson, as deemed necessary.
2. The Building Representative will perform random inspections to ensure janitorial services meet the specifications outlined in this contract. Any performance

evaluations noting deficiencies in the contract specifications will be provided to the Contractor. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. Written permission from the City of Jackson may extend an allowable period of time for correction.

3. The Building Representative will maintain a form (Janitorial Vendor Performance Form) comprised of complaints/problems/concerns. In the event tasks are not performed to meet cleaning specifications, the Contractor will be provided a copy of the form which outlines the areas requiring special attention. The contractor shall be provided 24 hours to resolve the cleaning issue.
4. The Building Representative or his/her appointed representative shall make the final decision as to whether or not any cleaning task has been satisfactorily performed. If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.
5. Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Janitorial Vendor Performance Form) will be filed by the Purchasing Coordinator. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Janitorial Vendor Performance Form) may result in cancellation of the contract by the City of Jackson Purchasing Coordinator.
6. Failure to correct a specification of the contract shall result in a written violation issued to the Contractor. Three written violations shall constitute a material breach of the contract and shall result in the review of the contract for all City departments.
7. If the Contractor fails to have its full amount of employees arrive at the job site for daily duties, or if the daily work performed is not to the satisfaction of the City, or if the Contractor fails to comply with inspection requests, then in addition to any other remedy available to the City under the contract, the City may deduct one-twentieth (1/20) from the monthly contract amount due Contractor for each day of non-performance or unsatisfactory performance. For purposes of this subparagraph, the City of Jackson shall have the sole discretion for determining whether the full number of employees arrived at the job site or whether the work was performed to the City's satisfaction.
8. Failure of Contractor to provide Building Representative and Purchasing Coordinator with current telephone number and address could result in termination of contract.

G. RECORD KEEPING

1. The Contractor must provide a monthly time sheet to the Purchasing Coordinator showing the names, dates, areas and hours actually worked, including starting and ending times, for all employees used at this facility. This is to be submitted to the Purchasing Coordinator's office with the Contractor's invoice.
2. Upon award of the contract, the Contractor's must schedule a meeting with the Purchasing Coordinator between the hours of 8:00 a.m. and 4:00 p.m. Supervisor must also be available to meet for consultation with the Purchasing Coordinator on an emergency basis during the same hours.
3. The Contractor must supply the Purchasing Coordinator with a list of all employees and supervisors to be used at each facility. Such list must include each employee's name, address and date of birth. This list will be updated by the Contractor as needed. Alternate employees may not be used until such list has been updated to include them and the above data for the alternate employee has been provided to the Purchasing Coordinator and received prior ICHAT clearance.

H. HOURS OF WORK/CITY OF JACKSON HOLIDAYS

1. The Building Representative will establish the appropriate schedules for work to be performed in designated offices and priorities for periodic work to be performed. The Contractor must adhere to these schedules.
2. Disruptive activities such as carpet extraction, floor stripping and waxing, etc., shall be done as scheduled by the Building Representative.

3. The City of Jackson will not pay for services not performed. The contractor will not be paid for City of Jackson Holidays unless requested to perform such services. City of Jackson Holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day (2 days) Christmas Eve, and Christmas Day. For specific dates, contact the Purchasing Coordinator.

12. **INSURANCE**

- A. Contractor shall have insurance coverage as outlined in City of Jackson's General Conditions, for injury to, or destruction of property including loss of use therefrom, and carry automobile hazard insurance as required by law. The Contractor shall produce copies of these insurance policies upon award of the contract to the Purchasing Coordinator as stated in the General Contract Provisions.

13. **CONTRACT DEFINITIONS**

- A. "Contractor" refers to the business entity, whether individual, partnership, corporation, or other, performing the work as described.
- B. "Department" refers to any or all departments/facilities included in this contract.
- C. "City" or "Agency" refers to the City of Jackson, Michigan
- D. "Building Representative" refers to the designated contact at each facility.

14. **TASK DEFINITIONS**

- A. Task Definitions

The following definitions outline minimum acceptable standards for the activity to be performed.

1. Vacuum Carpet and Spot Cleaning
 - a. Thoroughly vacuum all carpeted areas. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
2. Dustmop
 - a. Thoroughly dustmop all non-carpeted areas. Move and dustmop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dustmops must be treated with water-based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
3. Damp Mop
 - a. Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
4. Sweeping and Damp Mopping
 - a. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. No dirt left in comers, behind radiators, under furniture, behind doors, on stairs or landings. Do not leave dirt where

sweepings were picked up. Do not leave dirt, trash, or foreign matter under desks, tables or chairs.

5. Wet Mopping and Scrubbing
 - a. The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry with corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
6. Wet Mopping
 - a. At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped, and machine-buffed to a polished appearance with a high-speed buffer.
7. Damp Wiping
 - a. This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.
 1. The wetting solution must contain an appropriate cleaning agent.
 2. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.
 3. Stripping and Sealing
 - a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
 - b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
8. Waxing and Buffing
 - a. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and- equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
9. Wet Mopping and Buffing
 - a. At the City of stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped, and machine-buffed to a polished appearance with a high-speed buffer.
10. Empty Waste Receptacles
 - a. Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes,

etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. When in doubt do not remove it. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

11. Restroom Cleaning

a. Fill Dispensers

1. Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin. etc.). All public restrooms have electric hand dryers. The Building Representative will identify the few private restrooms where paper towels are used.

b. Dusting

1. Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water-based dust control chemical, must be used. Areas not cleared by office occupant are left alone that day.

c. Disinfect

1. Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry. All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain, where available, in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

d. Clean and Disinfect Sinks

1. Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved creme cleanser. Rinse thoroughly as all creme cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.

e. Clean Glass and Mirrors

1. Thoroughly clean all glass and mirrors using an approved alcohol-based glass cleaner. Use soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

f. Clean and Disinfect Toilets and Urinals

1. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

g. Clean and Disinfect Walls, Doors, Partitions and Handrails

1. Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with properly approved chemicals and properly approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

***All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain, if available, in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.**

- h. Damp Mop - *Disinfectant
 - 1. Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow floor to air dry.
- i. Clean and Disinfect Showers, Shower Walls and Stalls
 - 1. Thoroughly clean all showers, including bottom, faucets, and spigots, with approved creme cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with properly approved chemicals and properly approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.
- 12. Remove Carpet Runners (as applicable)
 - A. Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick-up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt salt usage, to maintain a clean appearance.
- 13. Replace Carpet Runners (as applicable)
 - A. After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.
- 14. Clean and Disinfect Drinking Fountains
 - A. Thoroughly clean entire exterior surface with approved cream cleanser. The grain of stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution.
 - 1. Wipe Dry
 - a. Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.
- 15. Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.)
 - A. Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean, soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
- 16. Cleaning, High Traffic Areas
 - A. High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Building Representative.
- 17. Carpet Extracting
 - A. Perform vacuuming and shampooing with commercial grade equipment only.
 - B. All carpeting, including carpet runners, must be thoroughly cleaned as follows:
 - 1. All movable items must be removed from area(s) to be cleaned (i.e., chairs, waste receptacles, all free-standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.

2. Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
 3. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
 4. All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
 5. Thoroughly spray and thoroughly clean carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer.
 6. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood-blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
18. Spray Buff Hard Floors
- A. Hard floor must be properly prepared before spray buffing:
 1. Remove carpet runners
 2. Dustmop
 3. Damp mop
 - B. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed.
 - C. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often.
 - D. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor.
 - E. Floor shall be dust mopped after scheduled spray buffing is completed.
 - F. Replace carpet runners.
19. Strip and Refinish
- A. Close and properly mark area "Closed". Remove all movable objects from area.
 1. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
 2. Thoroughly agitate all floor area to remove all old finish with approved strip pad.
 3. Use wet vacuum to pick up old finish and stripper.
 4. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
 5. Thoroughly mop rinse areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
 6. Allow floor to air dry.
 7. All old finish should be removed at this point.

8. Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
9. Apply second coat of sealer as described above. Allow sealer to thoroughly dry.
10. Apply top coating of approved floor finish. When dried, remove "Closed" signs and re-open area.
- B. Floor strip and re-waxing shall be done semi-annually, or more if recommended by chemical manufacturer, or as directed by Building Representative.
20. Scrub- Restroom Floors/Hard Surface Stairwell Floors
 - A. Close and properly mark area "Closed". Remove all movable objects from area.
 1. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
 2. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
 3. Use wet vacuum to pick up dirty solution.
 4. Thoroughly mop rinse area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
 5. Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
 6. After floor is thoroughly dry, replace all objects moved from area.
 7. Scrub all walls including partitions and remove signs and reopen.
21. Wall Spot Cleaning
 - A. Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean, soft cloth. Also thoroughly clean all interior glass with approved alcohol-based glass cleaner and wipe dry with clean, dry cloth. All surfaces must be dirt and streak free.
22. Dusting
 - A. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water-based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc.
 - B. Do not move dusting residue from spot to spot but remove it directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
 1. Do not leave dust streaks.
 2. Leave corners, crevices, molding and ledges free of dust and cobwebs.
 3. Do not leave oil spots or smudges on surfaces caused by dusting tools.
 - C. Horizontal surfaces include, but are not limited to, countertops, file cabinets, tables, coat-racks, etc. Do not disturb work papers.
 - D. Dusting high and low includes, but is not limited to, partition tops, pictures, chair rungs, etc.
 - E. Window hangings are either venetian blinds or drapes. Dust venetian blinds. Lightly vacuum drapes.
23. Clean Air Bars and Vents
 - A. Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.
24. Glass Cleaning
 - A. Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass,

including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish cleaned glass.

- B. All Plexi-glass partitions and windows shall be cleaned with approved chemicals or cleaning solution, and wipe dry with a clean, dry microfiber cloth.
- 25. Vacuum Fabric Modular Walls & Fabric Chairs (Upholstered Furniture)
 - A. Using suction type vacuum, will vacuum all fabric on modular walls and all fabric covered chairs leaving all fabric clean, free from dust balls, dirt and other debris.
- 26. Emergency Clean-up/Additional Services
 - A. The Building Representative shall assign, as needed, clean-up duties to the Contractor when construction or remodeling has been completed or when an emergency occurs. Cleaning tasks would include: dusting, vacuuming, mopping, carpets extraction, window washing, etc. Payment will be according to the note per hour specified on the pricing sheet.

NOTE: Services requested by the Building Representative and performed by the Contractor, which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the Contractor for emergency services/additional services.

- 27. Scheduled services
 - A. Each building shall have a schedule of periodic cleaning approved by the assigned Building Representative for that location. Both Building Representative and Contractor Supervisor will use this schedule. This schedule shall include the following:
 - Building name
 - Service to be provided
 - Month in which periodic is to be completed
 - Date when service was completed
 - Billed Cost for that service
- 28. Miscellaneous
 - A. Rubbish removal from a central location is the responsibility of the City of Jackson. Contractor must bag all waste material and place inside containers provided for that purpose.
- 29. All hazardous conditions, such as burned-out lights, loose railings, etc., must be reported by janitorial staff to Contract Supervisor, who must then notify Building Representative in writing.

15. **CLEANING TASKS FREQUENCIES (AS REQUIRED BY FACILITY)**

A. DAILY SERVICES: MONDAY THRU FRIDAY

- 1. ROOM CLEANING - Office Areas, File Rooms, Libraries, Conference Rooms, etc.
 - a. Empty waste receptacles and remove waste to designated area
 - b. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition
 - c. Replace liners when torn or soiled
 - d. Dust mop all non-carpeted floors, and damp mop all spills. Buff floors, applying spray wax if needed
 - e. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day (Refer to Task Definitions for quality of care expected.)
 - f. Spot clean all carpeted areas
 - g. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners
 - h. Clean and disinfect drinking fountains

- i. Clean and polish all entrance glass
- j. Move all lobby chairs and clean floor area underneath and replace chairs in proper place

2. **RESTROOMS**

- a. Clean and sanitize all units and clean pipes beneath all sinks
- b. Clean mirrors and counters and polish chrome
- c. Refill dispensers (See section: Replenishable Supplies)
- d. Empty and disinfect all sanitary napkin receptacles
- e. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals. Mop water to be changed between floors
- f. Empty waste receptacles
- g. Clean switch, door and kick plates
- h. Maintain floor traps free of odor
- i. Clean and sanitize wall hand-dryers

B. WEEKLY SERVICE

1. **ROOM CLEANING - Office Areas, File Rooms, Libraries, Conference Rooms, etc.**

- a. Dust high and low, including clocks, all surfaces on which dust gathers
- b. Remove all cobwebs, clean baseboards
- c. Clean. spray wax and buff all vinyl composite floors
- d. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) all ceramic tile surface floors
- e. Clean by most appropriate means all lobby furniture and wash thoroughly, all children's furniture and fiberglass/vinyl furniture

2. **RESTROOMS**

- a. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse
- b. Clean and buff vinyl composite floors, with special attention to grouting, corners of floor, baseboards, and stalls
- c. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine), and disinfect all ceramic tile surface floors, with special attention to grouting, corners of floor, baseboards, and stalls
- d. Spot clean walls around sinks, waste receptacles, behind toilets and urinals
- e. Dust radiators, grills, ledges, etc.

C. MONTHLY SERVICE

1. **ROOM CLEANING • Office Areas, File Rooms, Libraries, Conference Rooms, etc.**

- a. Dust vacuum window hangings
- b. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area
- c. Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains
- d. Clean partition glass
- e. Vacuum exposed air bars and heating outlets

2. **RESTROOMS**

- a. Wash with germicidal solution entrance doorways, ledges, etc.

D. QUARTERLY SERVICE

- 1. Schedule to be set up with Building Representative at beginning of contract period. Any deviation from established schedule must be pre-approved by Building Representative

2. Strip, seal, wax and buff all hard surfaced floors: Heavy traffic areas (including restrooms, unless floors are mosaic, terrazzo or ceramic tile)

E. SEMI-ANNUAL SERVICE

1. Schedule to be set up with Building Representative at beginning of contract period. Any deviation from established schedule must be pre- approved by Building Representative
2. ROOM CLEANING - Office Areas, File Rooms, Libraries, Conference Rooms, etc.
 - a. Shampoo or steam clean carpets by commercial methods:
Full contract area
 - b. Strip, seal, wax and buff all hard surface floors: Full contract area (excluding terrazzo and ceramic tile floors)
 - c. Clean light fixtures lens

**SPECIFICATIONS FOR
CITY HALL JANITORIAL CLEANING BUILDING
161 W. MICHIGAN AVE
REPRESENTATIVE: RON HOWARD, 768-6586**

**CLEANING PRODUCTS/SUPPLIES ARE NOT PROVIDED BY THE FACILITY, EXCEPT AS NOTED
BELOW**

- A The intent of this cleaning contract is to supply labor, time, materials and machinery needed to complete this work.
- B. The Contractor will provide cleaning as described and set forth in "Task Definitions", Section 14 A, 1-29, Page S 7 through S 13 under the "Janitorial Services Work Statement" of this contract. City Hall will be cleaned in its entirety to all accessible areas. Areas to be cleaned may be added or deleted from time to time. All areas shall be cleaned as directed on pages S 1 to S 15 of 21 pages.
- C. The Contractor, or its Representative, shall meet with the Building Representative daily at 4:55 pm, Monday through Friday to check meetings that may affect cleaning schedules. Cleaning shall not start before 5:15PM. Meetings should not, at any time, be disrupted by cleaning activity. No cleaning will need to be done on scheduled holidays or other days the City of Jackson may deem necessary to have the building closed.
- D. City Hall Building Security: The Contractor will receive key cards that will allow its employees access to the work area. **At no time are the key cards allowed to leave the property.** If the key card has left the building, the Contractor shall contact the Building Representative immediately. Do not prop doors, cleaning staff should lock doors after access.
- E. What not to clean: Fire sprinkler heads, office desks, office equipment i.e., radios, printers, computers, monitors, keyboard, mouse, tower, telephones, voting machines, voting equipment, ballots, etc., security areas, penthouse, vaults, etc.
- F. Lunchroom, kitchenette, appliances (toaster ovens, refrigerators, and microwaves) and vending machines, etc. on each floor **are** to be cleaned, sinks cabinets, counters cleaned, and all carpet vacuumed daily.
- G. Conference rooms will be cleaned daily. All floors vacuumed. Tables, counter tops and sinks shall be cleaned and sanitized to a streak-free finish.
- H. All carpet and runners on each floor and elevators must be vacuumed daily to remove salt and other debris. All tile floors in the building are to be swept and mopped with CLEAN, DETERGENT WATER.
- I. Restrooms will be cleaned daily. All walls, cabinets, mirrors, handrails, basins, fixtures, counters and vanities shall be washed, and floors shall be damp mopped with CLEAN, DETERGENT WATER. All toilets, tanks, bowls, urinals shall be cleaned inside and out and sanitized.
- J. The Contractor shall remove all trash from the building (replacing with liners provided) and place in proper dumpster. All boxes must be broken down.
- K. The Building Representative will provide paper products and trash liners for this location.

FLOOR	LOBBY AREA Sq Ft		RESTROOM Sq Ft	STAIRWELL Sq Ft
	CARPET	HARD FLOOR	HARD FLOOR	HARD FLOOR
14	1475	248	50	115
12	1490	231	50	115
11	1616	160	50	115
10	1607	143	50	115
9	1748	n/a	50	115
8	1603	210	50	115
7	1244	205	50	115
6	1505	240	50	115
5	1533	209	50	115
4	1541	223	50	115
3	4633	228	50	250
2- Lobby, Chambers, Meeting Room, Lunchroom and Hallway	3200	n/a	208	250
1- Entry Way, Lobby, Mailroom, Service Lobby	3286	987	104	277
Basement - Lobby, Main Hallway, Janitor's Room	n/a	1486	141	230
Elevator (3 each)	72			
TOTAL	27246	4570	1003	2157

City Hall will be cleaned in its entirety to all accessible areas. Areas to be cleaned may be added or deleted from time to time.

**JACKSON POLICE DEPARTMENT
216 E WASHINGTON AVE
BUILDING REPRESENTATIVE: Chad Edwards, 768-8714**

The Jackson Police Department is requesting pricing for janitorial services at 216 E Washington Ave, Jackson, mi. Cleaning services for the Police Department facility will be performed every Monday, Wednesday, and Friday. The Department is also requesting the option of adding minimum services on Sunday for trash removal, restocking of restroom supplies, and countertop cleaning in high-use areas. **Please list pricing for Sunday cleaning service separate on bid proposal.**

Janitorial employees assigned to the Jackson Police Department will be required to complete a fingerprint background check in addition to the ICHAT verification. It is the responsibility of the janitorial vendor to contact the Police Department in advance (517-788-4210) and set an appointment for the background check. When completed a copy of the report must be turned in, to the Police Department's Building Representative. Janitorial employees will not be allowed access to the Police Department facilities until the proper security clearance is provided. Clearance will be required on a yearly basis at the expense of the Contractor.

- A. The Contractor will provide general cleaning as described below. The work shift must begin no earlier than **3:30PM** on Monday, Wednesday, and Friday. Sunday hours are negotiable and can occur anytime between 8AM-5PM
- B. The Jackson Police Department will furnish paper products, liners and cleaning supplies/chemicals as necessary to do the work.
- C. The police department will provide mop buckets and mop handles. The vendor will provide/laundry mop heads and dust mops.
- D. The vendor will provide a minimum of two vacuum cleaners on-site in case one malfunctions.
- E. Vacuuming can begin **after 4PM** on the first floor, and **after 4:30PM** on the second floor. Vacuuming in any area of the facility will not be permitted before **4PM**.
- F. On occasion, police functions within the building may prohibit the cleaning of areas at certain times. Cleaning activity should not disrupt any ongoing functions of the Police Department.
- G. Contracted janitorial employees will enter through the front lobby and sign in with Service Desk personnel upon arrival. Contracted janitorial employees will sign out with Service Desk personnel at the end of each work shift.
- H. Janitorial employees will not place wood blocks inside of door jambs to hold doors open. *The cleaning vendor will be responsible for any expenses/damages that result from blocking doors/frames.*

CLEANING SCHEDULE: Monday, Wednesday, Friday

Police/Records Lobby

- Clean fingerprints from doors/walls
- Disinfect door handles and countertops
- Vacuum floor mats
- Sweep and mop floor
- Replace wall mounted deodorizer at the beginning of each month
- Dust windowsills, doors, ledges, etc. Sweep and mop floor

Restrooms

Main hallway (1-men's restroom, 1-women's restroom)

Detective Bureau (1-men's restroom, 1-women's restroom)

Basement (1 men's restroom)

Second Floor (1 men's restroom, 1 women's restroom)

- Clean mirrors, sinks, faucets, paper /soap dispensers, and privacy partitions
- Clean all toilet tanks, bowls and urinals inside and out
- Replenish supply of paper towels, soap, seat liners, and toilet paper
- Sweep and mop floors
- Empty trash
- Disinfect door handles
- Replace urinal deodorizers at the beginning of each month
- Replace wall mounted deodorizer at the beginning of each month

First Floor Hallway

- Sweep, dustmop, and mop the east main hallway
- Vacuum floor mats
- Clean and disinfect drinking fountains/door handles
- Dust windowsills, doors, ledges, etc.

Radio Room, Patrol Lt, and Sergeant Offices:

- Sweep and mop floors
- Vacuum floor mats
- Empty Trash

Detail Room, Report Room, Evidence Processing Areas:

- Disinfect and clean tables, door handles, countertops, chairs, TV
- Empty trash/paper shredder
- Sweep, dustmop, and mop area
- Vacuum floor runners
- Dust windowsills, doors, ledges, etc.

Historical Room and Engler Room

- Disinfect and clean tables, door handles, and TV
- Remove smudges or smears from display case windows
- Empty trash
- Vacuum carpeting
- Dust windowsills, doors, ledges, etc.

Coffee Pot Area

- Disinfect and clean countertop, microwave, and refrigerator
- Replenish paper towels
- Empty trash
- Sweep, dust mop, and mop area

First Floor Detective Bureau

- Vacuum hallway areas, floor mats, Court office, Lt Office, and Interview room
- Mop plastic floor runners in Detective Bureau
- Remove trash from centralized garbage receptacle
- Disinfect and clean drinking fountain/door handles
- Sweep, dust mop, and mop area

Second Floor

- Vacuum Second Floor Hallway, Women's Locker Room, Break Room, Records Department, and Chief/Chief Secretary office
- Remove trash from centralized garbage receptacle, Records Department, and Chief/Chief Secretary office
- Disinfect and clean door handles

- Dust windowsills, doors, ledges, etc.
- Vacuum high traffic areas such as Second Floor

Stairwells

- Sweep and mop stairwells
- Vacuum floor mats
- Disinfect door handles
- Dust windowsills, doors, ledges, etc.

Basement Hallway

- Sweep and mop hallway
- Vacuum floor mats
- Disinfect and clean door handles/drinking fountain

Women's Locker Room

- Vacuum area
- Empty Trash
- Dust windowsills, ledges, etc.
- Disinfect door handles
- Clean mirror
- Clean shower walls, shower floor, shower plumbing fixtures

Men's Locker Room

- Empty trash
- Sweep, Dust mop, and mop floors
- Disinfect door handles
- Clean mirror
- Clean shower walls, shower floor, shower plumbing fixtures

Lunchroom

- Disinfect and clean tables, microwave, and refrigerator & handles, TV
- Replenish supply of paper towels
- Sweep, Dust mop, and mop floors
- Empty trash
- Disinfect vending machine push buttons/controls

Exterior Doors

- Disinfect door handles
- Empty large trash receptacle by east garage door

Optional Pricing: CLEANING SCHEDULE: Sunday

Restrooms

Main hallway (1-men's restroom, 1-women's restroom)

Detective Bureau (1-men's restroom, 1-women's restroom)

Basement (1 men's restroom)

Second Floor (1 men's restroom, 1 women's restroom)

- Replenish supply of paper towels, soap, seat liners, and toilet paper
- Empty trash

Radio Room and Sergeant Offices:

- Empty Trash

Detail Room

- Disinfect and clean tables
- Empty trash
- Sweep floor if necessary

Coffee Pot Area

- Disinfect and clean countertop
- Replenish supply of paper towels

Men's/Women's Locker Room

- Empty trash

Lunchroom

- Disinfect and clean tables
- Replenish supply of paper towels
- Empty trash
- Sweep floor if necessary

Hard Surface flooring/carpeting square footage

LOCATION	TILE FLOOR	VINYL TILE	CARPET
East Side 1st floor			
101-102 Front lobby	30X12- 360		
East Hall-		5X70- 350	
Southeast Hall		4X115- 456	
134- Sgt Office	8X10- 80		
136-9 Communications	17X10- 170		
135-Service desk	9x10- 190		
140-Historical Room			16X26- 416
149- Evidence Process		9X9- 81	
150 - Report Room		12X9 - 108	
151- Equipment Room		11X9- 99	
153- Detail Room		22X16- 352	
158- Men's restroom	16X8- 128		
159 – Women's restroom	16X8- 128		
West Side 1st floor			
DB Hall/Center rooms			20X8.5- 170
113- Interview Room			9X8- 72
114- Men's Restroom	9.5X10- 95		
115- Women's Restroom	6X7- 42		
124- Audio Room			10X10- 100
Second floor			
Hall-			4.5X82- 369
207 locker room			16X14- 224
209- Women's restroom	10X7- 70		
210- Men's restroom	6X7- 42		
213-Breakroom			8X16- 128
216-18 Records			36X34- 1224
Basement			
Lunchroom		16X22-352	
Hall		5X8-425	
Locker Room		16X34- 544	
Men's Restroom	16X10-160		

JANITORIAL VENDOR PERFORMANCE FORM

NAME: _____ DEPT: _____ DATE: _____

AREA

CLEANLINESS RATING (CHECK BOX)

GOOD ACCEPTABLE NEEDS REVIEW UNACCEPTABLE

FLOORS

TRASH

RESTROOMS

LOCKER ROOMS

OFFICES, GENERAL

LOBBY/ENTRANCE

BREAK ROOM/KITCHENETTE

CONFERENCE ROOM

IF RATING IS BELOW "ACCEPTABLE", HAS IT BEEN REPORTED TO BUILDING REP?

YES

NO