



**REQUEST FOR PROPOSALS
For Janitorial Services at Baldwin Public Library**

Sealed proposals endorsed **"Baldwin Public Library Janitorial Services"**, will be received at the Administrative Office of the Baldwin Public Library (BPL), 300 West Merrill Street, Birmingham, Michigan, 48009; until **Wednesday, September 14, 2022 at 3:30 p.m.**, after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Wednesday, August 24, 2022 at 2:00 p.m. at the Baldwin Public Library. Bidders must register for the pre-bid meeting by 4:00 on Monday, August 22, 2022, by contacting Associate Director Jaclyn Miller at Jaclyn.miller@baldwinlib.org.

The Baldwin Public Library is accepting sealed bid proposals from qualified professional firms to furnish labor, materials, and equipment for janitorial services. This work must be performed as specified in accordance with the specifications contained in this Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Baldwin Public Library, 300 West Merrill St., Birmingham, Michigan, ATTENTION: Jaclyn Miller, Associate Director.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	August 16, 2022
Mandatory Pre-Bid Meeting:	August 24, 2022
Deadline for Submissions:	3:30 p.m. on Wednesday, September 14, 2022
Contact Person:	Jaclyn Miller, Associate Director 300 W Merrill St. Birmingham, MI 48009 Phone: 248.554.4682 Email: jaclyn.miller@baldwinlib.org



REQUEST FOR PROPOSALS
For Janitorial Services at Baldwin Public Library

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INTRODUCTION

For purposes of this request for proposals the Baldwin Public Library will hereby be referred to as “Client” and the private firm will hereby be referred to as “Contractor.”

The Client is accepting sealed bid proposals from qualified professional firms furnish labor, materials, and equipment required as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the Client reserves the right, where it may serve the Library’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

It is anticipated the selection of a firm will be completed by September 19, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the Library.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to firms to furnish labor, materials, and equipment required for the work to be performed as indicated in the Client’s specification for janitorial service.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The pre-bid meeting is scheduled for Wednesday, August 24, 2022 at 2:00 p.m. at the Baldwin Public Library.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:30 p.m. on Wednesday, September 14, 2022 to:

Baldwin Public Library
Attn: Jaclyn Miller
300 W. Merrill St.
Birmingham, Michigan 48009

Jaclyn.Miller@baldwinlib.org

One (1) print and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The print copy of the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Baldwin Public Library Janitorial Services."** Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in print or by email and delivered to: Jaclyn Miller, Associate Director, 300 W. Merrill St., Birmingham, MI 48009 or jaclyn.miller@baldwinlib.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Any request will be reviewed by the Client, and all questions and responses will be shared with all bidders who signed in at the Pre-Bid Meeting.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the Client to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland

County. Do not include such taxes in the proposal figure. The Library will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the Client should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of members of the Baldwin Public Library Board of Directors who will evaluate the proposals based on the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. The Client reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The Client reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) business days after the award of the proposal.
2. The Client reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The Client reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The Client may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the Client's desire to do so. In the case of such a stoppage, the Client agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the Client.
6. Payment will be made within thirty (30) days after invoice has been accepted by the Client. Acceptance by the Client is defined as authorization by the designated Client representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the Client.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. All completed and signed forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (Attachment A - **only if selected by the Client**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
4. Any changes in the staff members assigned to the shall be communicated to the Client in writing within two (2) business days.
5. Provide three (3) client references from past projects, include name of contact, title, and current phone number.
6. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
7. The Contractor will be responsible for any changes necessary for the plans to be approved by the Client.

8. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
9. For the purpose of security, all employees of Contractor working in City Facilities shall be subject to a city provided background investigation prior to employment. All personnel must successfully complete the city's background investigation and be approved by the City of Birmingham prior to start of work. All personnel employed by the contractor in performance of these services shall be those in its regular employment. A list with this information shall be kept current. All personnel shall be employees of the contractor and not self-employed individuals. NO subcontracting is permitted.
10. The Contractor shall provide a sufficient number of personnel to complete the requirements of the Scope of Work in the allotted time.
11. The Contractor shall be responsible to provide all personnel to accomplish all required services on schedules hereinafter designated, and for the proper personal conduct of all of its personnel, while in premises.
12. The Contractor shall provide all staff, vehicles, equipment, fuel, wages, and insurance for conducting this service.
13. The Contractor will be responsible to check hours of work at the Library.
14. The Contractor will be responsible for ensuring that janitorial personnel are familiar with the work to be performed, and that required service levels are being maintained.
15. The Contractor shall perform all services in accordance with all legal and regulatory requirements.

CLIENT RESPONSIBILITIES

1. The Library will provide a designated representative to work with the Contractor to coordinate both the Client's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The Client will provide access to the Library during regular business hours or during nights and weekends as approved by the Library's designated representative.

3. The Client will provide access to all areas necessary for completion of daily work, and space for storage of the custodial materials and equipment to be used in the building. These areas are to be maintained in an orderly manner by the Contractor.
4. The Client shall furnish: Deodorizer dispensers, toilet paper, paper towels, C-fold towels, and hand soap. The Contractor shall furnish all other materials and equipment, subject to the City approval, necessary to perform the services set forth in the scope of work. Material Safety Data Sheets on all products used on premises by the Contractor must be made available to the Client.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City and Library may, at their option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the Client shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the Client until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City of Birmingham and the Baldwin Public Library and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the

applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

HOURS OF WORK

The work at Baldwin Public library will take place starting Monday through Thursday After 8:45 p.m., Fridays & Saturday after 5:45p.m., and Sunday after 5:15 p.m., for eight (8) hours per day. The schedule may be changed based on needs and will be coordinated and approved by the Library Director or his designee.

PERFORMANCE MONITORING

Throughout the term of this agreement the Client will require a monthly walk-through with the contractor to determine that all work has been performed to the Client's satisfaction.

Poor performance, or noncompliance with any provision of this contract, will result in penalties. After the Contractor is given a reasonable opportunity to cure performance and compliance issues, the Client will assess a monetary penalty of 30% of the monthly payment for each occurrence of continued poor performance or noncompliance.

Repeated failure to perform or failure of the contractor to remedy poor performance shall be grounds for Contract termination.

CANCELLATION

Should the Client become dissatisfied with the quality of the performance, it shall serve the Contractor, by certified mail, notice of the dissatisfaction. If the Client remains dissatisfied with the level of performance, it may unilaterally cancel the contract upon notice similarly served without cause and without payment of further costs, expenses or damages.

PROJECT TIMELINE

1. Mandatory pre-bid meeting will be held at the Library on Wednesday, August 24, 2022 at 2:00 p.m.
2. Proposals will be submitted by 3:30 p.m. on Wednesday, September 14, 2022
3. The Library Board will select the winning bid and make the final decision to execute an agreement at its regularly scheduled meeting on September 19, 2022.
4. The Client will begin providing janitorial services for the Client on October 10, 2022.

SCOPE OF WORK

Contractor will provide vacuums, related vacuum supplies, dusters, and cleaning cloths. Library will provide cleaning chemicals, paper supplies, and trash liners. The Library is open for a total of 351 days per year and is closed on the following holidays:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Easter
- Memorial Day Weekend (Saturday – Monday)
- Juneteenth
- Independence Day
- Labor Day Weekend (Saturday – Monday)
- Thanksgiving
- Christmas Eve
- Christmas Day

Daily Cleaning (Sunday to Saturday)

First Floor (Public spaces, restrooms, staff offices, stairs), Second Floor (Large meeting room, board room, staff offices, hallway, restroom, stairs), Lower Level (Large meeting room, adult services office, kitchen, hallway, restrooms, stairs)

- All trash receptacles are to be emptied, washed if needed, and trash removed to a collection point.
- Vacuum all carpeting.
- Clean and polish drinking fountains/water coolers.
- Clean all study tables.
- Dust mop hard surface floors with a treated dust mop, remove gum, etc.,
- Damp mop hard surfaces floors using approved products by the Client
- Damp wipe entrance metal and fingerprints on entrance glass.
- Spot clean partition glass.
- Close and lock all windows, turn off lights and lock doors upon completion of work. Turn off all lights and lock exterior doors when leaving the building. (Exterior doors should be locked at all times, unless there is a meeting in the building. If there is to be an unscheduled meeting, a notice will be left for the contractor).
- Set building security alarm.

Restrooms: located in lower level (4); first floor (2); and second floor (1).

- Stock towels, tissue, and hand soap.
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of mirrors and frames.
- Wipe towel cabinet covers and cabinets.
- Toilets and urinals to be cleaned and disinfected inside and outside. Polish stainless steel fixtures.

- Toilet seats to be cleaned on both sides and disinfected.
- Disinfect, remove splash marks, and sanitize all basins. Polish stainless steel fixtures.
- Clean mirrors.
- Wet mop floors with disinfectant.
- Empty trash receptacles.

Lunchroom & Kitchen

- All trash receptacles are to be emptied and trash removed to a collection point.
- Damp mop hard surface floors to remove spillage or soiled areas.
- Clean and damp wipe tables and counter tops.

All Entrances, Stairways, Elevators and Hallways

- Dust mop hard surface floors with a treated dust mop.
- Vacuum carpeting in elevators.
- Clean and polish elevator interior.
- Clean elevator threshold (tracks).
- Spot clean fronts of vending machines and partition glass.
- Sweep & damp mop all stairways and all landings.

Weekly Cleaning (one time per week)

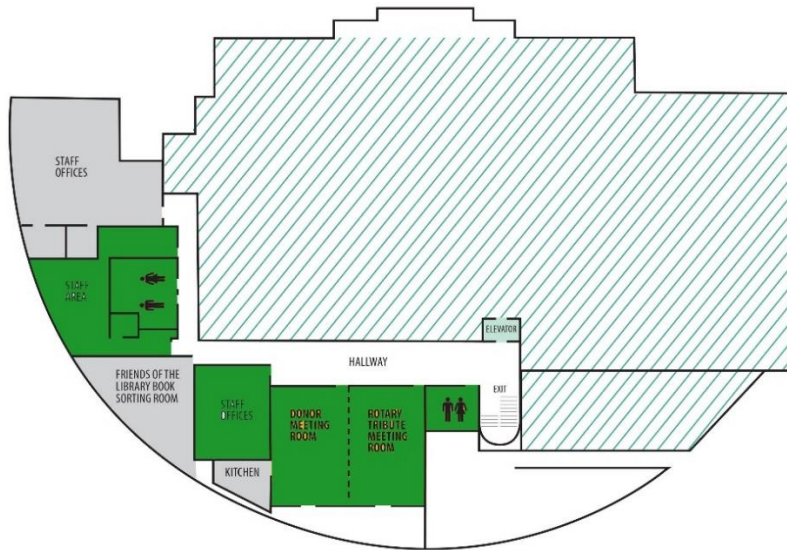
- Dust all air vents.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Sweep down stairs and landing, and getting into corners and along edges.
- Dust handrails, banisters, and ledges.

BUILDING MAPS

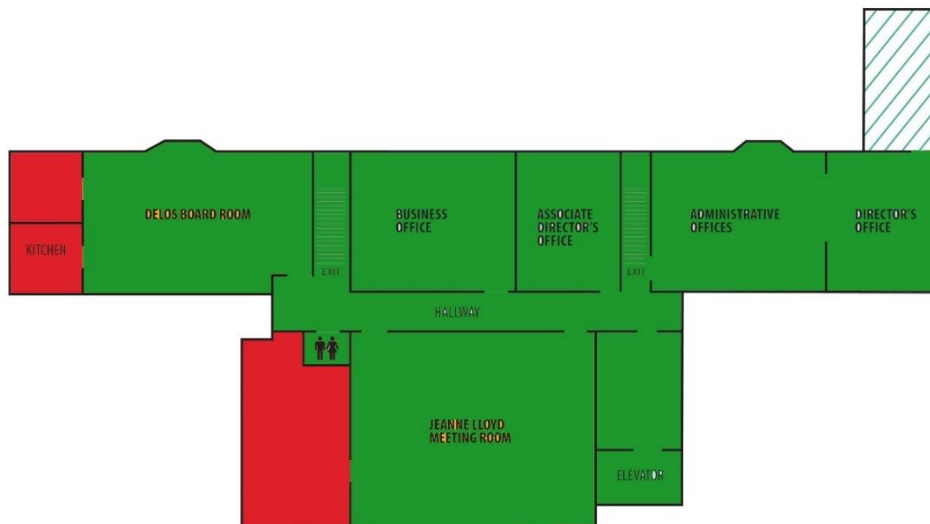
Green = To be cleaned
Red = Not to be cleaned



LOWER LEVEL MAP



UPPER LEVEL MAP



ATTACHMENT A

AGREEMENT
For Janitorial Services at Baldwin Public Library

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the Baldwin Public Library desires having janitorial services provided; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform janitorial services for the Baldwin Public Library.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform commercial cleaning services and the Contractor's cost proposal dated _____, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of two (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all drawings prepared by the Contractor through such date.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer.

Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

6. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. **INDEPENDENT Contractor:** The Contractor and the Library agree that Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the Library pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the Library nor Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. **COMPLIANCE WITH LAWS:** Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all

assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;

- 4) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: Baldwin Public Library
300 West Merrill Street
Birmingham, Michigan 48009
Attn: Jaclyn Miller, Associate Director

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth

in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____ (attached hereto as Attachment "B"). In the event

Approved:

Rebekah Craft, Director
(Approved as to substance)

Mary Kucharek, City Attorney
(Approved as to form)

Paul Gillin, Bookkeeper
(approved as to financial obligation)

ATTACHMENT B - BIDDER'S AGREEMENT
For Janitorial Services at Baldwin Public Library

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	DATE
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For Janitorial Services at Baldwin Public Library

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work shall be itemized by a dollar amount based on elements included in this Request for Proposal as follows:

COST PROPOSAL		
Cleaning services (Calculate at 8 hours per day)	Monthly Bid Amount	Yearly Bid Amount
1st Year (2022-23)	\$	\$
2nd Year (2023-24)	\$	\$
3rd Year (2024-25)	\$	\$
4th Year (2025-26)	\$	\$
5th Year (2026-27)	\$	\$
TOTAL BID AMOUNT		\$

Note: The following must be completed in the event the Library requests additional work beyond the contract requirements, or for approved overtime work. State the indicated hourly charges.

Straight Time: \$ _____/Hour

The total base bid shall include all costs. No additional cost shall be added during this contract period except if supplemental work is requested by the City of Birmingham.

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Janitorial Services at Baldwin Public Library

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the Library accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the Library.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#