

**Township of Addison Public Notice
Request for Proposals**

**JANITORIAL SERVICE AGREEMENT
(AS OUTLINED IN THE SPECIFICATIONS)**

Please be advised; that the Township of Addison is accepting written proposals for the agreement known as the Janitorial Service Agreement. The mailing address is 1440 Rochester Rd. Leonard, MI 48367. The proposed agreement and specifications are available at the Township Clerk's office during regular business hours or on the Township web site www.addisontwp.org . tab RFP. Direct all questions to the Supervisor office. 248.628.3317 Ext 212

While accepting RFP's and for continuity of the office at work, we ask that you contact the Supervisor's Office for questions or walk through of Building on Wednesdays from the hours of 9 a.m. through 11 a.m. and Monday August 30, 2021 from 9 a.m. through 12:00 p.m.

All proposals must be labeled "Sealed Proposals for Janitorial Service Agreement" and received by 3:00 p.m. August 30, 2021 at the address above, (attention Clerk) or delivered to the Clerk. All proposals received shall be opened at the Township offices at 3:00 p.m. August 30, 2021. The Board shall review the RFP's received at the September 20, 2021 Board meeting commencing at 6:00 p.m. Your attendance is encouraged to respond to any questions the Board may have concerning your proposal.

The Township reserves the right to reject any or all written proposals, in whole or in part, and waive any irregularities therein. The proposals may be awarded, rejected or re-advertised at the sole discretion of the Township. Addison Township has, and expressly reserves, the right to accept or reject any or all written proposals without cause and at the Township's sole discretion. Proposers agree and acknowledge that, by submitting a written proposal, proposer waives any claim against Addison Township for costs or fees incurred in this RFP process.

Pauline Bennett,
Addison Township Clerk
248-628-3317 Ext.216
Published and Posted July 7, 2021

Exhibit 1

Janitorial Service Agreement (JSA) Specifications and Requirements

April 22, 2021

Service area: 1440 Rochester Rd. includes all areas of the Township Hall such as, Senior Room area, Meeting Room, Hallway, all offices including the Supervisor Office and Sheriff Office, Bathrooms, Kitchen areas and Break Room area.

1. Services shall be provided twice per week on the designated days of Wednesday after business hours and completed by 6:00 am the following business day; Friday after business hours and completed of by 6:00 am the following business day as follows:

- a. Dusting and cleaning the top of desks, tables, files cabinets and equipment. (The Township recognizes that the desks or work areas must be free of clutter /papers to provide the cleaning service.
- b. Vacuum thoroughly the entire complex.
- c. Empty all waste baskets.
- d. Break down boxes and bring boxes and refuse to the large outdoors waste container.
- e. Clean front counter tables and chairs.
- f. Entrance way (2) cleaned including door glass.
- g. Remove all cob webs within the Township building.
- h. Clean the entrance doors (4) including the glass.
- i. Bathrooms: Clean, mop, disinfect, stock toilet paper, hand towels and soap.
- j. Mop all applicable floors.
- k. Senior center, clean as described above including the bathroom.
- l. Sheriff office, clean as described above.
- m. Kitchen areas wipe down tables, counters, fill soap dispenser, mop applicable flooring area and remove garbage to the large outdoor waste container.

Spring and fall clean up: Twice a year services to be performed as follows;

- n. All windows: Interior and exterior.
- o. Exterior entrance way, (2) to the Township Hall.

Additional Requirements

- p. Notify the office when supplies that are provided for your use require stocking and should be ordered.
- q. The Township will provide garbage bags, paper towels, toilet paper and hand soap for the bathrooms. All other equipment and supplies shall be furnished by the contractor.
- r. The Contractor shall provide, other than listed above, all supplies and equipment to provide services as outlined in the specifications and requirements.
- s. All invoices shall be detailed and legible with breakout of areas and work performed with a total amount due.
- t. Each invoice shall identify the day of services and the month billed.
- u. Areas that are not accessible will not be charged for a JSA for that period.

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Janitorial Service Agreement (JSA) Specifications and Requirements

April 22, 2021

- 2. The Contractor shall submit work experience and three references with sealed RFP proposal.
- 3. The Contractor shall provide with the sealed RFP proposal, the insurance certificate for general liability and workers comp, as described in the JSA agreement and a completed W-9.
- 4. Is the business considered a Sole Proprietor, DBA or Corporation? _____
- 5. Are you exempt from providing workers compensation insurance for yourself?
Yes _____ No _____ Please check one.
- 7. Do you hire or plan to hire subcontractors to perform or assist in any way with the JSA?
Yes _____ No _____ Not at this time _____ Please check one.
- 8. If yes, submit the names of your subcontractors and their insurance certificates with the sealed RFP as required by the JSA.
- 9. If no, or not at this time. Throughout this JSA document, it is clearly written, all contractors must carry and provide general liability and workers comp insurance. The contractor understands and will provide an insurance certificate, as described in the JSA, for all subcontractors to the Township for approval prior to a subcontractor entering Township property and commencing work for the JSA.

I have read and understand the above specifications and JSA agreement. The RFP for the proposed specifications is for a monthly service and will be invoiced as described in the JSA.

\$ _____ Total per month for the Township Complex.

Breakout

\$ _____ Main Office includes lobby area

\$ _____ Senior Center

\$ _____ Meeting and smaller Conference Room

\$ _____ Supervisor Office area

\$ _____ Hall, kitchen and restrooms

\$ _____ Sheriff Office

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Janitorial Service Agreement (JSA) Specifications and Requirements

April 22, 2021

I have read and understand the Specifications and the JSA. The RFP includes all the required documents.
I hereby acknowledge that I have full authority to sign the RFP documents.

Signature of Contractor

Printed name of the above

Printed Business name

Phone Number

Email address

ADDISON TOWNSHIP INDEPENDENT CONTRACTOR **JANITORIAL SERVICE AGREEMENT**

This Agreement, made this ___ day of ___ 2021 between the Township of Addison ("Township"), located at 1440 Rochester Road, Leonard, MI 48367 and _____ ("Contractor"), located at _____, MI. 48367 states the following The agreement is with the company that holds the insurance and submit matching W-9; and

WHEREAS, the Contractor has agreed to perform services for the Township and brings to bear in conducting such services, the requisite knowledge, background and experience; and

Whereas, the Contractor states that Contractor received and reviewed the specifications dated April 22, 2021, and the specifications are incorporated by reference fully herein as Exhibit 1. The contract shall be known as Janitorial Service Agreement (JSA); and

Whereas, the Contractor submitted a RFP/proposal for the JSA. The JSA shall be for three (3) years and two (2) one (1) year options. The RFP proposal is incorporated by reference fully herein as Exhibit 2; and

Whereas, the Contractor had the full opportunity to conduct its own due diligence of the building where the JSA service will be performed at 1440 Rochester Road. The contractor is familiar with providing janitorial services.

NOW, THEREFORE, it is agreed between Contractor and Township, as evidenced by the respective signatures below, that Contractor will perform the services of the JSA as set forth on Exhibit 1 and 2 with adequate and full consideration acknowledged and accepted.

IT IS FURTHER UNDERSTOOD AND AGREED, Contractor has read the Specifications of the ESA and acknowledges all deadlines and all requirements. The term of the agreement shall be for three (3) years commencing October 1, 2021 through September 30, 2024 with two (2) one (1) year option extending through September 30, 2026. Contractor shall submit a detailed, legible and itemized invoice to the Township for payment in accordance with Exhibit 1. Contractor shall invoice monthly and be paid monthly for the service rendered. Contractor's payment shall be issued within thirty (30) days after approval by the Township.

IT IS FURTHER UNDERSTOOD AND AGREED, that no tax or other withholding shall occur in any payment to the Contractor. Contractor agrees to indemnify and hold harmless the Township for any liability or claim incurred by the Township as a result of any work performed and caused by the contractor. Contractor acknowledges and concurs there are no fringe benefits related to this relationship with the Township, and the Township has no supervision over the Contractor. Contractor will maintain liability insurance and workman's compensation insurance. The Contractor agrees to indemnify and hold harmless the Township from any liability from the contractor's gross negligence. The Contractor agrees to procure and provide a minimum amount \$1,000,000.00 of liability insurance as submitted with the proposal and to provide the Township with a copy yearly or within 24 hours of request. If the insurance request is not fulfilled, the JSA is considered null and void immediately with or without written or verbal notice.

IT IS FURTHER UNDERSTOOD AND AGREED, that this is a fully integrated agreement and

ADDISON TOWNSHIP INDEPENDENT CONTRACTOR **JANITORIAL SERVICE AGREEMENT**

no oral representations are binding on either party relative to this relationship and JSA. This JSA shall be deemed mutually drafted and shall be construed under Michigan Law.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Contractor shall be responsible for all expenses incurred while performing services under this JSA. This includes license fees, memberships and dues, automobile and other travel expenses, meals and entertainment, insurance coverage and premiums, telephone, and all salary, expenses and other compensation paid to employees or contract personnel that the Contractor hires to otherwise complete the work under this JSA.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Contractor, at the Contractor's sole expense, will furnish all materials, equipment and supplies used to provide the services required by this JSA.

IT IS FURTHER UNDERSTOOD AND AGREED, that the relationship described herein is at will and may be terminated by either party with or without cause upon 30 days advance notice in writing. The contractor understands that the 30 days' advance notice is required should the Contractor wish to terminate the Contractor's services so as not to interrupt the business and to allow another person time to assume these duties.

IT IS FURTHER UNDERSTOOD AND AGREED, that the parties agree that the Contractor is an independent contractor, and that neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, employees of Township in any way. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this JSA will be performed.
- Contractor has the right to perform the services required by this at such times as the Contractor may determine other than indicated in the specifications.
- Contractor has the right, but not the obligation, to hire assistants as subcontractors, or to use employees to provide the services required by this JSA.
- The services required by this Agreement shall be performed by the Contractor and Township shall not hire, supervise, or pay any assistants to help the Contractor.
- Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Township in the professional skills necessary to perform the services required by this Agreement unless the Township makes a decision that certain training is necessary. In that case, the Township shall ask the Contractor to obtain that training at the Townships expense, if approved by the Township.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required by Township to devote full time to the performance of the services required by this JSA.
- The Contractor does not receive the majority of its annual compensation from the Township.
- The parties acknowledge and agree that the Township is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Contractor represents, warrants and declares that Contractor has complied with all Federal, State, and local Laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this

ADDISON TOWNSHIP INDEPENDENT CONTRACTOR
JANITORIAL SERVICE AGREEMENT

JSA.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Township shall make no State or Federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with any services performed under this JSA. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by the Contractor shall be deducted from and be an offset against the amount of compensation due and payable to the Contractor by the Township under this JSA.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Contractor may not assign or subcontract any rights or obligations under this JSA without the Township's prior written approval.

IT IS FURTHER UNDERSTOOD AND AGREED, that there is no representation or warranty as to any future services and that this document is a mutually drafted JSA.

IT IS EXPRESSLY AGREED, the Contractor will always provide and timely pay for worker's compensation coverage on all personnel operating under this JSA.

IT IS FURTHER UNDERSTOOD AND AGREED, this Agreement constitutes the entire agreement between the Township and the Contractor and all prior discussions, drafts and negotiations are fully integrated herein.

ADDISON TOWNSHIP INDEPENDENT CONTRACTOR
JANITORIAL SERVICE AGREEMENT

SIGNATURE

DATE

SIGNATURE

DATE

ADDRESS 1

ADDRESS 1

ADDRESS

ADDRESS

CITY

STATE

ZIP

CITY

STATE

ZIP

SOCIAL SECURITY OR TIN NUMBER

PHONE NUMBER

PHONE NUMBER

MOBILE NUMBER

MOBILE NUMBER