REQUEST FOR PROPOSAL 20-18 EXTERIOR LIMESTONE CLEANING AND SEALING

Ottawa County, on behalf of the Facilities and Maintenance Department, is soliciting proposals from experienced and qualified contractors to provide exterior cleaning and sealant services at various County-owned facilities whose exterior contains limestone, as described within the context of this request. The awarded contractor will be required to provide all necessary equipment, materials, supplies, necessary insurance, supervision and competent, suitable and qualified personnel to inspect, identify, clean, and seal the exterior of the facilities.

Proposals are to be submitted no later than Thursday, July 16, 2020 by 2:00 PM ET. Proposals received after this time will not be considered. All requests for additional information or questions should be directed to Sandra Coles, buyer, at purchasing.rfp@miottawa.org. Detailed instructions for the completion of the proposal are contained in this Request for Proposal (RFP).

The County of Ottawa officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN), website http://www.bidnetdirect.com/mitn and through the Purchasing page of the County’s website http://www.miottawa.org/Departments/FiscalServices/bids.htm. Copies of bid documents obtained from any other sources are not considered official copies.

Ottawa County reserves the right to award the contract to the proposal with the highest degree of responsiveness to the requirements of the RFP. Ottawa County further reserves the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation, in determining the most advantageous proposal. Ottawa County reserves the right to reject any and all proposals.
INFORMATION SUMMARY

RFP Number: RFP 20-18
RFP Administrator: Sandra Coles, Buyer
RFP Release Date: Wednesday, June 23, 2020
Mandatory Sites Visits: Wednesday, July 1, 2020 at 2:00 PM ET
Receipt of Questions: Monday, July 6, 2020
Addendum Issue Date: Thursday, July 9, 2020
RFP Deadline Date: Thursday, July 16, 2020 by 2:00 PM ET
Intent to Award (Estimated): July 31, 2020

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL SUBMISSION</td>
<td>3</td>
</tr>
<tr>
<td>QUESTIONS</td>
<td>3</td>
</tr>
<tr>
<td>VENDOR QUALIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>MANDATORY SITE VISITS</td>
<td>4</td>
</tr>
<tr>
<td>SCOPE OF SERVICES</td>
<td>5</td>
</tr>
<tr>
<td>PROPOSAL SELECTION &amp; AWARD PROCESS</td>
<td>7</td>
</tr>
<tr>
<td>CONTRACT TERMS, PERIOD, PROCEDURES &amp; USE</td>
<td>7</td>
</tr>
<tr>
<td>GENERAL TERMS &amp; CONDITIONS</td>
<td>7</td>
</tr>
</tbody>
</table>

 VENDOR PROPOSAL CHECKLIST

Failure to submit the following items may result in the proposal being declared non-responsive. Proposal documents should be submitted in the following order:

- ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ATTACHMENT B – CONTRACTOR QUESTIONNAIRE
- ATTACHMENT C – REFERENCE INFORMATION
- ATTACHMENT D – PROPOSAL PRICING FORM

LIST OF EXHIBITS

Vendors are encouraged to reference the exhibits provided which provide further information regarding the project.

- EXHIBIT A: Building Exterior Photos
- EXHIBIT B: Master Vendor Agreement
PROPOSAL SUBMISSION

Proposals must be received by Thursday, July 16, 2020 by 2:00 PM ET. Proposals received after this time will not be considered. All proposals must include completed, signed copies of all required attachments (See Vendor Proposal Checklist for full details). Attachments must be filled out in full and signed by an authorized Company representative.

Vendor Proposal Checklist: Proposal response must contain completed, signed copies of each of the following:

  ATTACHMENT A – COVER SHEET
  ATTACHMENT B – CONTRACTOR QUESTIONNAIRE
  ATTACHMENT C – REFERENCE INFORMATION
  ATTACHMENT D – PROPOSAL PRICING FORM

Proposals will be accepted for submission, as follows:

E-mail Proposal Submission: Respondents may submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with the subject line of: “RFP 20-18 Exterior Limestone Cleaning & Sealing.” The County can receive email attachments up to 30 MB. To ensure proper delivery, proposal documents larger than 25 MB should be sent in multiple emails with the subject line of: “RFP 20-18 Exterior Limestone Cleaning & Sealing – 1 of 2.”

QUESTIONS

Contractors may submit questions and requests for clarification regarding this RFP until Monday, July 6, 2020. Contractors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a comprehensive and complete proposal. All requests for additional information or questions should be directed to Sandra Coles, Buyer, Ottawa County Fiscal Services Department, purchasing.rfp@miottawa.org.

Responses to all questions and inquiries received by the County will be issued Thursday, July 9, 2020, in the form of an Addendum and posted on the MITN and on the County’s website.
VENDOR QUALIFICATIONS

Contractor must meet the following minimum qualifications:

- Contractor must have a minimum of three (3) years’ experience providing cleaning and restoration services at commercial, industrial and governmental facilities with multiple locations similar to the size and scope of work.
- Contractor must be able to meet all insurance requirements in regards to Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.
- The Contractor shall provide a copy of emergency procedures for accidental discharge of chemicals.
- The Contractor shall have adequate equipment and personnel to perform the services as indicated in the specifications. This includes proper personal protection equipment, tool harnesses, updated and inspected harnesses, etc.
- The Contractor must maintain and possess all licenses and/or certifications for lifts and other OSHA requirements.
- The Contractor will comply with administrative procedures of the County and will comply with all County Policies, as applicable. The contractor, and all employees and agents of the contractor, shall fully comply with all County, State, and Federal laws and/or mandates applicable to the services to be furnished.

MANDATORY SITES VISITS

Douglas Maas, Custodian Supervisor, is the Project Manager and will host a mandatory pre-proposal sites visits at the date/time: **Wednesday, July 1, 2020 at 2:00 PM ET**.

Representatives planning to attend the pre-proposal sites visits must confirm attendance by emailing purchasing.rfp@miottawa.org by **Tuesday, June 30, 2020 at 5:00 PM ET** to RSVP. Purchasing will provide further information and instructions in response.

During this pre-proposal sites visits, attendees may request clarification of any section of the proposal and ask any other relevant questions relating to the proposal.

Any responses provided to questions during the pre-proposal walk through and site inspection will be considered drafts, and will be non-binding. Final answers to written questions submitted prior to the “Receipt of Questions” deadline (date and time provided above) and released by Addendum will be considered official and final. Remarks and explanations at the conference shall not qualify the terms of the proposal; and the terms of the proposal and specifications remain unchanged unless amended in writing. Person(s) attending the walkthrough should bring State/Government issued ID at the time of the tour. The County reserves the right to limit the number of participants from each proposing.
SCOPe OF WoRK

The County is soliciting proposals from qualified companies to establish a contract cleaning and sealing limestone surfaces at various buildings owned by the County. All work performed under this contract can be performed while the facilities are open for normal business hours, Monday through Friday, between 8:00 AM ET and 5:00 PM ET, provided access to the buildings is not obstructed. Dates of the work will be approved by Facilities Maintenance Project Manager.

The awarded contractor will be expected to perform all work, as follows:

A. GENERAL SPECIFICATIONS

- Contractor is to clean and seal exterior limestone of requested Ottawa County Facilities.
- Contractor is responsible for cleaning-up after its crew.
- Contractor is responsible to determine quantities of any special materials required and incorporate any such items in his/her proposal.
- No additional work shall be performed without prior written approval of the Facilities Maintenance Director, or designee.
- The County will not be charged for any estimate/quotation preparation.
- Additional costs, such as mileage and fuel charges will not be allowed for the term of this agreement.
- All work shall be performed in a professional manner and shall be consistent with the practices of the trade.
- Contractor is responsible to protect any landscaping from any work done and any chemicals used.
- Contractor is responsible to protect windows during any work done and any chemicals used.
- Contractor will be responsible for any damage done to Ottawa County Facilities in the course of the cleaning and sealing.

B. SCHEDULING

- Contractor will ensure his/her capacity to perform work under this contract when necessary even though there may be other contractual responsibilities elsewhere.
- Contractor must be capable of performing all work as required under the scope of services and within an agreed upon timeframe.
- It will be the Contractor’s responsibility to perform work so as not to interfere with the normal operation of County business.

C. SAFETY REQUIREMENTS / CONTRACTOR SAFETY PROTOCOLS

- Contractor to supply and ensure that each service technician assigned to these facilities maintains the necessary and required equipment within safety regulations.
- Contractor must use cleaning and sealant products compatible with human safety and be applied in such a manner to minimize risks to humans. Contractor shall be responsible for any damage incurred by chemical used. All materials and cleaners used during the process of this project will be disposed of in a manner that is compliant with all regulations pertaining to the
transportation and disposal of such materials.

- All work done from heights will be conducted utilizing a lift or appropriate aerial equipment. Contractor must provide all the licenses and/or certifications associated with use of equipment.
- All labor and materials shall be in accordance with applicable building, safety and fire codes.

D. CLEANING AND SEALANT

- The contractor shall perform washing and cleaning of exterior limestone surfaces for the county facilities located at:
  a. County Administration Building, 12220 Fillmore St., West Olive, MI 49460
  b. Grand Haven Court House, 414 Washington Ave, Grand Haven, MI 49417
  c. Holland District Court House, 85 West 8th St., Holland, MI 49426
- Contractor shall follow industry standards for washing limestone, including cleaning, rinsing, drying, and sealing.
- Use of wash at low pressure setting with warm water along with a cleaning solution to prevent further damage to limestone required. Remove all mildew and loose materials such as dirt from the exterior walls. Remove and kill organic growth.
- Contractor shall prep all surfaces properly and remove all chemicals in the rinsing process and allow proper time for limestone to dry for proper adhesion of sealant. Contractor shall use sealant to protect future dirt, organic growth, and damage to exterior of facilities.
- Cleaners and sealants are to be user friendly.
- All efforts will be made to not disturb occupants of the building while cleaning.
- The contractor shall be responsible for any damages to the facilities as a result of the cleaning process or chemical use. This includes all surrounding landscaping and windows.
- The contractor will be responsible for cleaning and clearing the work areas of all materials and debris used in the completion of the project.

E. OPTIONAL WINDOW CLEANING

Ottawa County is interested in obtaining professional window cleaning services facilities to go along with exterior limestone cleaning and sealing. Contractors are not required to submit pricing and proposals for window cleaning in order to participate in the limestone cleaning and sealing. However, Contractors are encouraged to provide pricing on Window cleaning as well on Attachment D – Proposal Pricing Form.

Work should be completed as follows:

- Work: Cleaning would include washing and drying windows.
- Quality: Cleaning shall leave windows without dirt, organic materials, smudges, or spots. Ottawa County reserves the right to inspect the work and confirm completed to Ottawa County’s satisfaction.
- Equipment: Contractor will be required to provide all necessary cleaning supplies, chemicals, and equipment required for the performance of work. All chemicals and supplies must be approved by Ottawa County prior to work. Any costs incurred through renting equipment
must be included in the pricing.

- **Chemicals:** Contractor must have all chemicals approved by Ottawa County prior to work. Contractor shall provide Ottawa County copies of Safety Data Sheets for chemicals or detergents to be used. Contractor shall protect all adjacent surfaces from damage, including exterior and interior of the building.

- **Contractor shall be responsible for any damage done to County property as a result of work being completed.**

  Note: Contractors are able to repel from roof if they own the equipment.

**PROPOSAL SELECTION & AWARD PROCESS**

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Experience and Qualifications / Demonstrated Ability
- Schedule and Availability
- Customer References / Reputation
- Cost Proposal

As a part of the proposal evaluation process, Contractor(s) may be invited to attend an in-person interview to clarify or elaborate on the written proposal and may be asked to provide sample(s) or demonstration of any proposed materials. **A proposer may not contact any member of an evaluation committee except at the RFP Administrator’s direction.**

**CONTRACT TERMS, PERIOD, PROCEDURES & USE**

The County’s intent is to award a contract that shall cover the period from project kick-off to project completion as determined by the successful completion of the stated objective within this proposal. This contract will not be enforced until both parties have agreed and signed as accepted. The County reserves the right to award contracts to more than one Contractor, if in the best interest of the County to provide adequate delivery, service and product availability. The County’s Master Standard Agreement is attached in Exhibit B as reference. All requirements of this RFP will be incorporated by reference unless otherwise noted in the final negotiated contract.

The County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Contractor resulting from the requested changes are subject to acceptance by the County. Pricing reflects a commitment of the term indicated. No work or services shall commence until the County provides signed authorization and a County Purchase Order is issued.

**GENERAL TERMS & CONDITIONS**

**CONFLICT OF INTEREST**

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and
shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.”

DEBARMENT AND SUSPENSION
The Contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its’ principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

INDEMNITY
The Vendor shall indemnify and hold harmless Ottawa County, its employees, agents, and volunteers against and from all claims, judgements, losses, damages, payments, costs and expenses of every nature and description, including attorney’s fees, arising out of or resulting from the vendor’s performance of or failure to perform the work described herein.

INDEPENDENT CONTRACTOR
The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

INCURRED EXPENSES / CONFIDENTIALITY
The County is not responsible for any cost or expense incurred by the contractor by preparing and submitting a proposal or any costs associated with meetings and evaluations of proposals prior to execution of an agreement. All proposals, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the contractor.
INSURANCE
The vendor shall provide the following coverages:

Worker’s Compensation and Employers Liability:

- Workers Compensation Michigan Statutory
- Employers Liability Limits $500,000 Each Accident
- $500,000 Each Employee
- $500,000 Aggregate Injury by Disease

Commercial General Liability:

- Each Occurrence $1,000,000
- Personal and Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products/Completed Operations Aggregate $2,000,000

There shall be no Products/Completed Operations or Contractual Liability Exclusion. The General Aggregate Limit shall apply per location or project.

These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the service provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned shall be listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

IRAN LINKED BUSINESS
By submission of this form, the Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as that term is defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

LAWS
This contract shall be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.

MATERIAL SAFETY DATA SHEET
Vendor shall provide as required by law.

MINOR IRREGULARITIES AND RETAINED RIGHTS
The County reserves the right to waive minor irregularities in proposals and/or bids. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Contractor an advantage or benefit not afforded to other Contractors. The
County may waive any requirements that are not material. The County may make an award under the contract in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this process notwithstanding selection or rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

**MODIFICATION**
Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative by each party.

**OWNERSHIP OF DATA**
All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to this agreement, shall become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data shall be delivered to the County or its designee upon completion of the agreement or at such other times as the County or its designee may request.

**PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**
The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP in the best interests of the County. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer’s compliance with the requirements of the solicitation.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County’s waiver of a minor defect shall in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

The County also reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the written consent of the County.

**RESERVATION OF RIGHTS**
The County reserves the right to reject any and all proposals, to award the agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the County’s best interest. The County may, at its discretion, cancel any proposal or request for
proposal or other solicitation and/or reject all proposals in whole or in part.

SUBCONTRACTORS
Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

SAFETY
All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

TERMINATION
The County may terminate an award/contract for the failure to perform a term of the specifications to the satisfaction of the County. The County shall provide ten (10) days advance written notice to the Contractor for the failure to perform services or for the violation of any other term of the solicitation specifications.

An award/contract may be terminated at will by the County upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the Contractor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the solicitation specifications. Payment shall be made upon the Contractor delivering to the County all information and materials retained by the Contractor in performing the services described in the specifications, whether completed or in progress.

WARRANTY
Vendor warrants that the goods and/or services supplied will be of good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for that intended use. The awarded vendor will warrant that all equipment is free of material defects both in materials and in workmanship for a minimum of five (5) years delivery date. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County’s behalf.
EXHIBIT A: BUILDING EXTERIOR PHOTOS
This Agreement approves the vendor for service to Ottawa County. The vendor and/or Ottawa County may generate subsequent documentation that will identify more specific provisions regarding particular goods and/or services; however, the terms and conditions below shall take priority and precedence over any inconsistent provision or limitation in any vendor prepared agreement, another County issued purchase order or response to a County Request for Proposal, even if the County has approved and signed such subsequent documentation.

**Terms and Conditions**

1. **Warranty.** Vendor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.

2. **Indemnity.** Vendor indemnifies and holds harmless Ottawa County, including its elected officials, officers, employees and volunteers from any claims, judgment, losses, damages, payments, costs arising out of or resulting from the vendor's performance or failure to perform the work described herein.

3. **Insurance.** Vendor shall provide proof of the following coverages: workers compensation, employer’s liability, comprehensive general liability and if applicable, automobile and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least $1,000,000 per occurrence or claim and $2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages shall protect the vendor, and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided. The County and its elected officials, officers, employees, agents and volunteers are to be additional insureds and a thirty notice is required to the County in the event of coverage termination.

4. **Adherence to Legal Requirements.** In conducting the work and in performing all services under this Agreement, the vendor expressly agrees to acquire all necessary permits and comply with all local, state and federal legal requirements, including but not limited to those for federally funded contracts and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.

5. **Term.** Unless a fixed term is specified in a written agreement fully approved and signed by the County, the County’s obligations are limited to payment for the goods and/or services described above and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will.

6. **Payment Terms.** Unless another term is specified in a written agreement fully approved and signed by the County, payment terms will be a net thirty (30) days of receipt of the finished product or final delivery of goods. The County is not liable for any cost exceeding the total cost above unless a signed written amendment is made to this Master Vendor Agreement.

7. **Merger and Modification.** This Agreement and any response to a request for proposal submitted by the vendor, represent the entire understanding between the parties and supersede all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the County and the vendor.

8. **Notices.** All certificates and notices must be sent to the County department at the address above.

9. **Execution.** The vendor representative attests that he or she has the authority to bind the vendor by signature below.