City of Birmingham
A Walkable Community

MEMORANDUM

City Clerk's Office

DATE: **December 19, 2014**

TO: **Joseph A. Valentine, City Manager**

FROM: **Carlos Jorge, Maintenance Supervisor**

SUBJECT: **RFP-Janitorial Services**

The City went to bid for a firm specializing in commercial Cleaning Services for four (4) city-owned facilities. The facilities to be serviced are: **Municipal Building, Birmingham Historical Museum,** (Allen & Hunter House)**, Department of Public Services and Baldwin Public Library** (optional) for the City of Birmingham, Michigan.

Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was scheduled to review, tour the facility and answer any question regarding the request for proposal, fifteen interested firms attended. Twelves bids were received.

Companies	Total for Four Year
Lockett Enterprises	1,035,700.00
Epic Cleaning Services Inc.	900,000.00
GDI/Omni Janitorial Services	562,992.00
Giant Janitorial Services	450,048.00
A.B.M. Building Value	446,040.00
Citi Building Services	402,210.00
Kristel Group, Inc	357,528.00
Alba Cleaning Services	338,496.00
Du All Cleaning	322,495.68
CMS, Sourcing Solutions	298,099.60
American Cleaning Company LLC.	288,480.00
R.N.A Janitorial Inc.	285,552.00

All bids have been reviewed for compliance with the city's request for proposal (RFP).

After reviewing all bids, I have requested additional information and clarification on their proposals, also we interviewed three bidders.

Based in their responds, it is my recommendation to award the Janitorial contract for two City facilities (Municipal Building and Birmingham Historical Museum) to the lowest bidder R.N.A. Janitorial, Inc., at the cost of $ 2,210.00 a month for the total of $ 106,080.00 for the four years.

The other city Facility, Department of Public Services will recommend to award the Janitorial Services Contract to the lowest bidder for their facility to American Cleaning Co. at the cost of $ 1,350.00 a month for the total of $ 64,800 for the four years.

Baldwin Public Library will participate in the agreement with R.N.A. Janitorial, Inc. at the cost of $ 2,300.00 a month and the total bid of $ 110,400.00 for the four years. The Library will cover this expense.

Company	*Facility*	*Monthly Fee*	*Four Year Total*
R.N.A. Janitorial cleaning, Inc.	City Hall	$ 2,110.00	$ 101,280.00
	Historical Museum	$ 100.00	$ 4,800.00
	Baldwin Public Library	$ 2,300.00	$ 110,400.00
		Sub Total	$ 216,480.00
American Cleaning Company LLC	Department of Public Services	$ 1,350.00	$ 64,800.00
		Sub Total	$ 64,800.00
		Total	$ 281,280.00

The total amount for these Janitorial Services contract for the three City Facilities and the Baldwin Public Library will be $ 281,280.00 for the four years.

The term of services with the four City facilities shall be for one year with an option for an annual-renewal by the city for up three subsequent years for a total of four years.

SUGGESTED RESOLUTION:
To approve the agreement with R.N.A. Janitorial, Inc. in the amount not to exceed $ 216,480.00 to perform janitorial cleaning services to the Municipal Building account # 101-265.001-816.0100, Historical Museum account # 101-804.002-816.0100 and Baldwin Public Library account # 271-790.000-816.0100; and further to authorize the mayor to sign the agreement on behalf of the City.
AND
To approve the agreement with American Cleaning Company LLC. in the amount not to exceed $ 64,800.00 to perform janitorial cleaning services to the Department of Public Services account # 101-441.002-811.0000; and further to authorize the mayor to sign the agreement on behalf of the City.

Kathryn Bergeron 12/9/14

to me

Thank you, Pete. Last evening the Finance Committee of the Board agreed to extend the contract with RNA. If you could tell Carlos that we'd like to be included, that would be great.

REQUEST FOR PROPOSALS

For City of Birmingham Janitorial Services

Sealed proposals endorsed **"City of Birmingham Janitorial Services"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. on Thursday, November 6, 2014 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Wednesday, October 22, 2014 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Tuesday, October 21, 2014 by contacting Carlos Jorge at 248.530.1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services for four of their facilities. This work must be performed as specified accordance with the specifications contained in the 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 City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Carlos Jorge.

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:	October 2, 2014
Mandatory Pre-Bid Meeting:	**Wednesday, October 22, 2014 at 9:00 a.m.**, 151 Martin Street Birmingham, MI 48009
Deadline for Submissions:	2:00 p.m. on Thursday, November 6, 2014
Contact Person:	Carlos Jorge, Maintenance Supervisor 151 Martin Street Birmingham, MI 48009 Phone: 248.530.1882 Email: cjorge@bhamgov.org

REQUEST FOR PROPOSALS

For City of Birmingham Janitorial Services

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services for four of their facilities. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by December, 2014. 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 City.

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 provide furnish labor, materials, and equipment required for the work to be performed as specified in the City's specification for janitorial services at the following locations:

Municipal Building 151 Martin Street
Allen & Hunter House 556 West Maple
Department of Public Services at 851 S. Eton
Baldwin Public Library 300 W. Merrill Street *(Optional)*

A map is attached as **Attachment E** for your review of locations.

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 Municipal Building and make inquiries about the RFP and the scope of work for this facility.

Interested firms must request an appointment for an on-site visit for the following locations:

Baldwin public library to Kathryn Bergeron at 248.554.4682.

Allen House and Department of public Services to Pete Realy at 248.530.1883
The mandatory pre-bid meeting is scheduled for Wednesday, October 22, 2014 at 9:00 a.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI 48009.

Bidders may register for the pre-bid meeting by Tuesday, October 21, 2014 by contacting Carlos Jorge at 248.530.1882 or cjorge@bhamgov.org.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, November 6, 2014 to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **" City of Birmingham 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 writing and delivered to: Carlos Jorge, 248.530.1882, cjorge@bhamgov.org and 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

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 City of Birmingham 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. Do not include such taxes in the proposal figure. The City 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, telephone number, and fax 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 City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, 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 City 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 City 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) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City 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 City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City 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 City.

6. The successful bidder will be required to furnish 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.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City 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 City.

8. The Contractor will not exceed the timelines established for the completion of this project.

9. 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. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment B - p. 16)
   b. Cost Proposal (Attachment C - p. 17)
   c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
   d. Agreement (p. 10 – **only if selected by the City**).

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 written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

7. 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.

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 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.

The Contractor shall provide a sufficient number of personnel to complete the requirements of the Scope of Work in the allotted time.

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.

The Contractor shall provide all staff, vehicles, equipment, fuel, wages, and insurance for conducting this service.

The Contractor's employees shall check in (start of shift) and out (end of shift) daily according to procedures provided by the Building Maintenance Supervisor. For City Hall, this procedure currently requires Contractor's employees to check-in by signing out the building keys through the Communications Log in the Police Department and checking in via the City's internal phone system. Required end-of-shift check-out procedures consist of signing the Communications Log in the Police Department to verify the return of all building keys and checking out via the City's internal phone system. Under no circumstances are building keys to be removed from premises at any time. Check-in and Check-out procedures at other facilities will include checking in/out via the internal phone system.

The Contractor will be responsible to check hours of work at all City Facilities and make sure the hours match the City's daily electronic log.

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.

The Contractor shall perform all services in accordance with all legal and regulatory requirements.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.
3. The City will provide access to all areas necessary for completion of this project, 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 City shall furnish: Deodorizer dispensers, seat covers, 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 City.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 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 12 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 may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham 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 City until a written contract has been executed by both parties. Failure or refusal to

execute the contract shall be considered an abandoned 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 and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 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 Municipal Building by the Contractor will take place Monday through Friday from 5:00 p.m. until cleaning is completed, but no later than 11:00 p.m. without authorization of the Building Maintenance Supervisor. Work to be performed on Saturdays & Sundays will take place from 12.00 p.m. to completion, but no later than 2:00 p.m. without authorization of the Building Maintenance Supervisor.

The work at Department of Public Services by the Contractor will take place Monday through Friday from 4:30 p.m. until cleaning is completed, but no later than 8:30 p.m. without authorization of the Director of Public Services or her designee.

The work at the Historical Museum by the Contractor will take place Monday or Tuesday between the hours of 1:00 p.m. to 4:00 p.m. or special arrangement with the Director of the Museum.

The work at Baldwin Public library will take place starting Monday through Thursday After 9:15 p.m., Fridays & Saturday after 5:45p.m., and Sunday after 5:15 p.m., until cleaning is completed. The schedule may be changed based on needs and will be coordinated and approved by the Library Director or his designee.

TERM

The term of services with the city shall be for one year. Thereafter, this agreement shall renew for successive one year periods for a maximum of four (4) additional years, unless the City terminates the Service Agreement by providing notice to the Contractor of its intention to do so at least 30 days prior to the expiration of the initial term or any renewal term. This section does not prohibit the City from exercising its rights under the Performance Monitoring or Cancellation sections of this document.

PERFORMANCE MONITORING

Throughout the term of this agreement the City and/or designee will require a monthly walk-through with the contractor to determine that all work has been performed to the city'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 City 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 City become dissatisfied with the quality of the performance, it shall serve the contractor, by certified mail, notice of the dissatisfaction. If the city 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.

SCOPE OF WORK

The City reserves to right to alter the Scope of Work due to operational changes at City facilities. At least fifteen (15) days prior to the effective date of any such alterations, the City shall provide, in writing, a summary of such alterations and the impact on future payments for services under the Service Agreement.

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

MUNICIPAL BUILDING
151 MARTIN STREET
BIRMINGHAM, MI 48009

<u>Daily Cleaning Duties (Mon - Fri)</u>

All City Offices (first & second floor), Conference Room, Commission Room, Police Clerical Area (Clerical area, offices, restroom (see restrooms), juvenile holding area, booking area, holding cells, dispatch and report room).

- All trash receptacles are to be emptied, washed (if needed), and trash removed to the designated collection point.
- Vacuum all carpeting.
- Clean and polish drinking fountains/water coolers.
- Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures, telephones, computers, etc.
- Clean all ceiling vents.
- Damp wipe horizontal surfaces including all counter tops to remove coffee
- Rings, fingerprints and /or any spillage.
- Dust mop hard surface floors with a treated dust mop, remove gum, etc.
- Damp mop hard surfaces floors using approved products by the Building Maintenance Supervisor.
- Damp wipe entrance metal and remove fingerprints from entrance glass.
- Spot clean partition glass.
- Close and lock all windows and all doors in each office upon completion of work. Turn off all lights except the one that have a motion sensor. If there is to be an unscheduled meeting, a notice will be left for the contractor.

Restrooms & Locker Rooms

The same procedure applies to restrooms & locker rooms.

- Stock towels, tissue, and hand soap.
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of lockers, 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 and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Remove splash marks from around basins.
- In the shower wipe down walls, floors and clean the traps with a disinfectant.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop restroom floors, showers and locker rooms with disinfectant.
- Empty trash receptacles and damp wipe with disinfectant.

Lunchroom

- All trash receptacles are to be emptied and trash removed to the designated collection point.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors to remove spillage or soiled areas.
- Clean and damp wipe tables, counter tops and chairs.

- Spot clean walls near trash receptacles with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.
- Clean and polish drinking fountain/water coolers.
- Spot clean fronts of vending machines and partition glass.

All Entrances, Stairways, Elevators and Hallways

- Dust mop hard surface floors with a treated dust mop.
- Vacuum carpeting in elevators.
- Clean and polish drinking fountains.
- Wipe down marble in elevators with an approved cleaner.
- Clean elevator threshold (tracks).
- Sweep & damp mop all stairways and all landings.
- Dust all horizontal surfaces including entrances, walls, and stairways railings.

Weekend Cleaning (Sat & Sun, Police Dept.)

The police clerical area (clerical area, offices, restroom, juvenile holding area, booking area, and holding cells, dispatcher's and report room) break room, locker rooms, lunch room and unisex restroom. The Contractor will follow the same procedure that it was described in the daily cleaning duties for the Municipal Building.

Evening Meeting

There are a number of public meetings taking place in the evening at the Municipal Building. The dates of all evening meetings will be made available to the Contractor. *The Commission Room shall be thoroughly cleaned between 5:00 and 7:00 p.m. on these dates.*

The contractor will also be responsible for filling ten individual thermos jugs with fresh water and ice and placing them on the commission tables between 7:00 and 7:15 p.m. whenever a meeting is to be held in the Commission Room.

Weekly Cleaning

All Entrances, Conference Room, Board Room, Police Clerical Area, City Offices, Hallways.

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Damp wipe telephone, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Stairways & Elevators

- Wipe clean stairwell doors and door jams.
- Wet mop stairs and stair landings. (Clean baseboards if applicable.)
- Dust and clean lights and fixtures.
- Dust and clean emergency fire equipment and plumbing

- Sweep down stairs and landing, and getting into corners and along edges.
- Dust handrails, banisters, and ledges.
- Clean walls of fingerprints and smudge marks, etc.
- Dust and clean stairwell signage.
- Dust and clean emergency phones.

Monthly Cleaning
All Entrances, Conference Room, Board Room, Police Clerical Area, City Offices, Hallways.
- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Remove fingerprints and marks from around light switches and doors frames.
- Vacuum all upholstered furniture.
- Wash all partition glass.
- Spray and/or buff all vinyl tile flooring and terrazzo.

HISTORICAL MUSEUM (ALLEN & HUNTER HOUSE)
550 & 556 W. MAPLE RD.
BIRMINGHAM, MI 48009

Twice a Week (Wednesday and Friday before 1PM)

Wednesday Duties

Entrance
- Dust all sills, ledges and mullions.
- Dust all of the bookshelves going around the items on them.
- Dust the tops of picture frames and signs within reach.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Vacuum all carpeting.
- Wipe all fingerprints and smudges off of the entrance doors, door jambs and glass
- Vacuum and damp mop stairwells, dust railings.
- Clean drinking fountain.
- Clean and dust all of the Formica counter tops and ledges.

Exhibit Galleries
Including the 1930s Kitchen, Dining Room, Horton Gallery, Museum Exhibit Room & Museum Activity Room (first floor).

- Sweep and damp mop floors.
- Collect all refuse from wastebaskets, replacing liners as necessary.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

Offices
Including the Whitehead, Mitchell, Swan and Blakeslee (second floor).

- Collect all refuse from wastebaskets and replace liners as needed.
- Vacuum all carpeting and/or mop wood floor.
- Clean all desktops and file cabinets, without disturbing any business papers or personal items.
- Do not dust or move artifact items.

Restrooms
- Clean, deodorize and disinfect all restroom facilities (this includes toilets, urinals, washbasins and waste containers).
- Sweep and mop restroom floors with disinfectant.
- Clean all mirrors, counter tops, faucets, dispensers and tile in restrooms.
- Make sure each restroom has an adequate supply of paper towels and toilet paper.
- Collect all refuse and replace liners with each cleaning.

Kitchen (second floor)
- Clean kitchen area including sinks, counters, fronts of cabinets and back splashes.
- Wipe off table.
- Vacuum all carpeting.
- Collect all refuse from wastebaskets, replacing liners as necessary.

Friday Duties

Entrance
- Dust all sills, ledges and mullions.
- Dust all of the bookshelves going around the items on them.
- Dust the tops of picture frames and signs within reach.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Vacuum all carpeting.
- Wipe all fingerprints and smudges off of the entrance doors, door jambs and glass
- Vacuum and dust mop stairwells, dust railings.
- Clean drinking fountain.
- Clean and dust all of the Formica counter tops and ledges.

Exhibit Galleries
Including the 1930s Kitchen, Dining Room, Horton Gallery, Museum Exhibit Room & Museum Activity Room (first floor).

- Sweep and dust mop floors.
- Collect all refuse from wastebaskets, replacing liners as necessary.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

Main Floor Restrooms

- Clean, deodorize and disinfect all restroom facilities (this includes toilets, urinals, washbasins and waste containers).
- Sweep and mop restroom floors with disinfectant.
- Clean all mirrors, counter tops, faucets, dispensers and tile in restrooms.
- Make sure restroom has an adequate supply of paper towels and toilet paper.
- Collect all refuse and replace liners with each cleaning.

Kitchen (second floor)

- Wipe off table and counter tops.
- Collect all refuse from wastebaskets, replacing liners as necessary.

While upstairs, spot check offices on Fridays, checking refuse.

Monthly

First Friday

Including the Allen Textile Room, McMechan Textile Room, Main Staircase (from first floor to second floor)

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

Second Friday

Research Library

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Wipe off table.

Third Friday

Basement Storage Area

- Sweep and mop and/or vacuum floors.
- Collect all refuse from wastebaskets and replace liners.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.

Fourth Friday
Hunter House

- Sweep and mop floors.
- Thoroughly dust all corners to remove cobwebs; paying special attention to the ceiling corners.
- Dust all sills, ledges and mullions.
- Do not dust or move artifact items.

DEPARTMENT OF PUBLIC SERVICES
851 S. ETON
BIRMINGHAM, MI 48009

Daily Cleaning (Mon - Fri)

Offices, Conference Room, Hallways & Entrances

- All trash receptacles are to be emptied, replace the liners and washed as needed, and trash removed to the designated collection point.
- Vacuum all carpeting /matting and wipe down the doors thresholds to the front entrance and handicap entrance.
- Thoroughly dust/ clean all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, telephones, computers, etc.
- Clean all ceiling vents.
- Damp wipe horizontal surfaces including all counter tops to remove coffee rings, fingerprints and /or any spillage.
- Dust mop hard surface floors with a dust mop.
- Damp wipe entrance metal and fingerprints on entrance glass.
- Spot clean interior windows in the front lobby and DPS staff entrance.
- Dust all horizontal surfaces including entrances.
- EACH FRIDAY - All recycling receptacles from every department must be emptied in the proper container located in the garage.

Restrooms including mechanics garage & Locker Rooms

The same procedure applies to all restrooms & locker rooms.
- Stock towels, tissue, and hand soap.
- Empty sanitary napkin receptacles and damp wipe with disinfectant.
- Dust partition, tops of Lockers, 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 and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Clean all doors with disinfectant to remove fingerprints and stains.
- Remove splash marks from around basins.
- In the shower wipe down walls, floors and clean the traps with a disinfectant.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop restroom floors, showers and locker rooms with disinfectant.
- Empty trash receptacles and damp wipe with disinfectant.
- Each Friday clean the water meter shop's restroom following the above steps.

Lunchroom

- All trash receptacles are to be emptied and trash removed to a collection point.
- Sweep and mop kitchen floor with specially provided mop every night
- Clean and damp wipe tables, counter tops, sink, chairs and cabinets.
- Spot clean walls near trash receptacles, light switches and thermostats with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.
- Clean and polish drinking fountain/water coolers.
- Clean inside and outside of microwaves and front of the refrigerator.

Weekly Cleaning

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Damp wipe telephone, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Monthly Cleaning

Offices, Hallways, & Entrances

- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Clean and remove fingerprints and smudge marks from around all light switches and all doors frame and surface.
- Vacuum all upholstered furniture and wipe down chair legs/feet in main office area.
- Wash all partition glass and all interior windows.

BALDWIN PUBLIC LIBRARY (OPTIONAL)
300 W. MERRILL STREET
BIRMINGHAM MI 48009

Contractor will provide vacuums, related vacuum supplies, dusters, and cleaning cloths. Library will provide cleaning chemicals, paper supplies, and trash liners.

Daily Cleaning (Sun - Sat)

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

- All trash receptacles are to be emptied, wash them if needed, and trash removed to a collection point.
- Vacuum all carpeting.
- Clean and polish drinking fountains/water coolers.
- Thoroughly dust all horizontal surfaces, including desk tops, files, window sills, chairs, tables, pictures, telephones, computers, etc.
- Damp wipe horizontal surfaces including all counter tops to remove coffee rings, fingerprints and/or any spillage.
- Dust mop hard surface floors with a treated dust mop, remove gum, etc.,
- Damp mop hard surfaces floors using approved products by the Library Associate Director.
- Damp wipes 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

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

- Stock towels, tissue, and hand soap.
- Change batteries in soap and towel dispensers (if needed).
- 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 and sanitize all basins. Polish stainless steel fixtures.
- Clean and polish mirrors.
- Remove splash marks from around basins.
- In the shower wipe down walls, floors and clean the traps with a disinfectant.
- Dust mop hard surface floors and/or vacuum floors.
- Wet mop floors with disinfectant.

- Empty trash receptacles and damp wipe with disinfectant.

Lunchroom& Kitchen

- All trash receptacles are to be emptied and trash removed to a collection point.
- Dust mop hard surface floors with a treated dust mop.
- Damp mop hard surface floors to remove spillage or soiled areas.
- Clean and damp wipe tables, counter tops and chairs.
- Spot clean walls near trash receptacles with disinfectant.
- Clean fronts, tops, and sides of trash receptacles with a disinfectant.

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).
- Clean and polish drinking fountains.
- Spot clean fronts of vending machines and partition glass.
- Sweep & damp mop all stairways and all landings.
- Dust all horizontal surfaces including entrances, walls, and stairways railings.

Weekly Cleaning

- Dust all vertical surfaces of desks, file cabinets, chairs, table; all air vents (diffusers and exhaust vents) and other office furniture.
- Move bins in the sorting room (first floor) and vacuum around the conveyor belt and other machinery.
- Damp wipe telephones, using disinfectant.
- Thoroughly vacuum all carpeting, taking care to get into corners and along edges.
- Thoroughly damp mop hard surface floors, taking care to get into corners and along edges.

Stairwells & Elevators

- Sweep down stairs and landing, and getting into corners and along edges.
- Dust handrails, banisters, and ledges.
- Clean walls of fingerprints and smudge marks, etc.

Monthly Cleaning

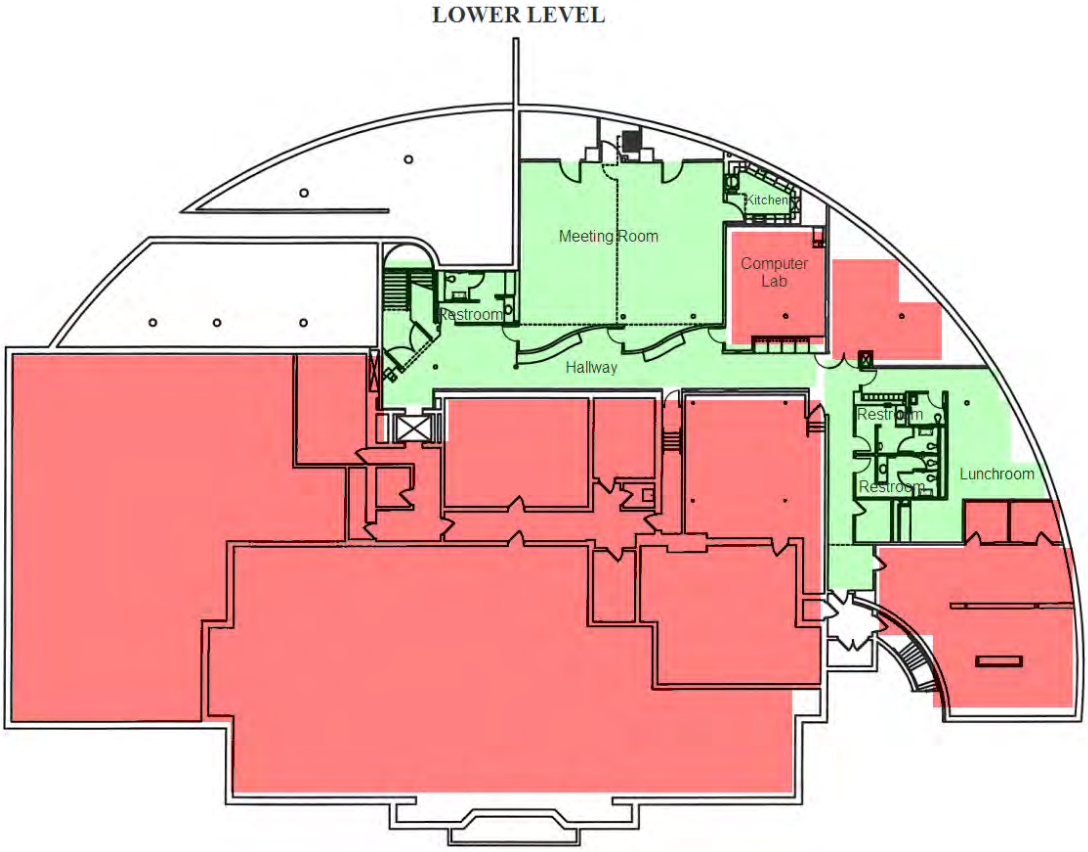
- Clean all ceiling vents.
- Accomplish all high dusting not reached in the above-mentioned cleaning.
- Remove fingerprints and marks from around light switches and doors frames.
- Vacuum all upholstered furniture.
- Wash all partition glass.

Stairways & Elevators

- Wipe clean stairwell doors and door jams.
- Wet mop stairs and stair landings. (Clean baseboards if applicable.)
- Dust and clean lights and fixtures.
- Dust and clean emergency fire equipment and plumbing.

BUILDING MAPS

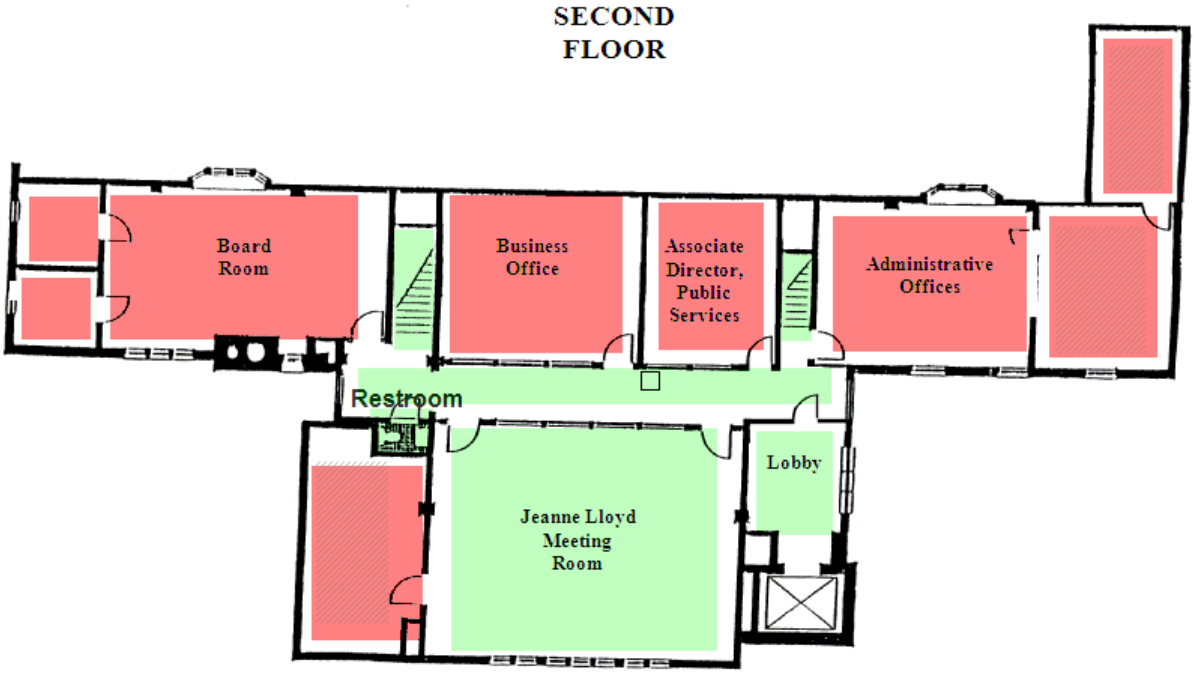
Green = To be cleaned
Red = Not to be cleaned



Green = To be cleaned
Red = Not to be cleaned

MAIN FLOOR

SECOND FLOOR



1. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.

2. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

3. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A - AGREEMENT

For City of Birmingham Janitorial Services

This AGREEMENT, made this _____day of _____, 2014, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having janitorial services provided at its Municipal Building, Historical Museum (Allen & Hunter House), Department of Public Services and Baldwin Public Library **(Optional)** in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform of the commercial cleaning services for three city facilities and Baldwin Public Library **(Optional)**, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the commercial cleaning services and which bid has been accepted by the City.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. 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 _____, 2014 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2014 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the

City 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 City nor the 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 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.

6. 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. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor’s employees who work pursuant to this Agreement. The

Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance: 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.

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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *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.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. 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;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. 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 of Birmingham at least (10) days prior to the expiration date.

K. 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.

13. 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 behalf of the City of Birmingham 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 and the City of Birmingham, its elected

and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with 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 of Birmingham.

14. 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.

15. 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.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Carlos Jorge 151 Martin Street Birmingham, MI 48009 248.530.1882	CONTRACTOR (Insert Contractor Information)

17. 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 the Oakland County Circuit Court or the 48th District Court.

18. <u>FAIR PROCUREMENT OPPORTUNITY:</u> Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses.

This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

CONTRACTOR

_____

By:_____

Its:

CITY OF BIRMINGHAM

_____

By:_____
Scott D. Moore
Its: Mayor

_____

By:_____

Laura Pierce
Its: City Clerk

Approved:

_____
Carlos Jorge, Maintenance Supervisor
(Approved as to substance)

_____
B. Sharon Ostin, Director of Finance
(Approved as to financial obligation)

_____
Timothy J. Currier, City Attorney
(Approved as to form)

_____
Joseph A. Valentine, City Manager
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT

For City of Birmingham Janitorial Services

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 City of Birmingham Janitorial Services

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT: $ _____

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT EXCLUDING BALDWIN PUBLIC LIBRARY: $ _____

_____

AUTHORIZED SIGNATURE **DATE**

_____

TITLE

_____

COMPANY

_____

ADDRESS **PHONE**

_____

NAME OF PARENT COMPANY

_____

ADDRESS **PHONE**

COST PROPOSAL FOR THE FIRST YEAR (2014-15)

ALLEN HOUSE (8 hours/month)	**$_____ monthly**
POLICE CLERICAL AREA (14 hrs. /week)	**$_____ monthly**
MUNICIPAL BUILDING (30 hrs. /week)	**$_____ monthly**
DEPT. OF PUBLIC SERVICES (30 hours/week)	**$_____ monthly**
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	**$_____ monthly**
TOTAL BID AMOUNT PER MONTH:	**$_____ monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	**$_____ monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR:	**$_____ monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	**$_____ monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY 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.

COST PROPOSAL FOR THE SECOND YEAR (2015-16)

ALLEN HOUSE (8 hours/month) **$_____ monthly**

POLICE CLERICAL AREA (14 hrs. /week) **$_____ monthly**

MUNICIPAL BUILDING (30 hrs. /week) **$_____ monthly**

DEPT. OF PUBLIC SERVICES
(30 hours/week) **$_____ monthly**

BALDWIN PUBLIC LIBRARY (Optional)
(7 days/week) **$_____ monthly**

TOTAL BID AMOUNT PER MONTH: **$_____ monthly**

TOTAL BID AMOUNT PER MONTH
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

TOTAL BID AMOUNT FOR THE SECOND YEAR: **$_____ monthly**

TOTAL BID AMOUNT FOR THE SECOND YEAR
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY 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.

COST PROPOSAL FOR THE THIRD YEAR (2016-17)

ALLEN HOUSE (8 hours/month) **$_____ monthly**

POLICE CLERICAL AREA (14 hrs. /week) **$_____ monthly**

MUNICIPAL BUILDING (30 hrs. /week) **$_____ monthly**

DEPT. OF PUBLIC SERVICES
(30 hours/week) **$_____ monthly**

BALDWIN PUBLIC LIBRARY (Optional)
(7 days/week) **$_____ monthly**

TOTAL BID AMOUNT PER MONTH: **$_____ monthly**

TOTAL BID AMOUNT PER MONTH
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

TOTAL BID AMOUNT FOR THE THIRD YEAR: **$_____ monthly**

TOTAL BID AMOUNT FOR THE THIRD YEAR
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY 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.

COST PROPOSAL FOR THE FOURTH YEAR (2017-18)

ALLEN HOUSE (8 hours/month) **$_____ monthly**

POLICE CLERICAL AREA (14 hrs. /week) **$_____ monthly**

MUNICIPAL BUILDING (30 hrs. /week) **$_____ monthly**

DEPT. OF PUBLIC SERVICES
(30 hours/week) **$_____ monthly**

BALDWIN PUBLIC LIBRARY (Optional)
(7 days/week) **$_____ monthly**

TOTAL BID AMOUNT PER MONTH: **$_____ monthly**

TOTAL BID AMOUNT PER MONTH
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

TOTAL BID AMOUNT FOR THE FOURTH YEAR: **$_____ monthly**

TOTAL BID AMOUNT FOR THE FOURTH YEAR
EXCLUDING BALDWIN PUBLIC LIBRARY: **$_____ monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY 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 City of Birmingham Janitorial Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City 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 City.

PREPARED BY **(Print Name)**	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
TAXPAYER I.D.#	

ATTACHMENT E

FACILITIES LOCATIONS

For City of Birmingham Janitorial Services

ATTACHMENT B - BIDDER'S AGREEMENT

For City of Birmingham Janitorial Services

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.

MIKE FARHA
PREPARED BY (Print Name)

11-01-2014
DATE

COO
TITLE

11-01-2014
DATE

AUTHORIZED SIGNATURE

FARHA@RNAFACILITIESMANAGEMENT.COM
E-MAIL ADDRESS

RNA FACILITIES MANAGEMENT
COMPANY

4722 SOUTH STATE RD.
ADDRESS

734-260-3395
PHONE

N/A
NAME OF PARENT COMPANY

N/A
PHONE

N/A
ADDRESS

ATTACHMENT C - COST PROPOSAL

For City of Birmingham Janitorial Services

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT: $ 215,552

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT
EXCLUDING BALDWIN PUBLIC LIBRARY: $ 175,152

AUTHORIZED SIGNATURE **DATE** 11.5.14

CCO
TITLE

RNA Facilities Management
COMPANY

4722 S. State Rd. Ann Arbor, MI 48108 877-762-7511
ADDRESS **PHONE**

N/A
NAME OF PARENT COMPANY

N/A N/A
ADDRESS **PHONE**

COST PROPOSAL FOR THE FIRST YEAR (2014-15)

ALLEN HOUSE (8 hours/month)	**$** 100 **monthly**
POLICE CLERICAL AREA (14 hrs. /week)	**$** 671 **monthly**
MUNICIPAL BUILDING (30 hrs. /week)	**$** 1,439 **monthly**
DEPT. OF PUBLIC SERVICES (30 hours/week)	**$** 1,439 **monthly**
BALDWIN PUBLIC LIBRARY (Optional) **(7 days/week)**	**$** 2,300 **monthly**
TOTAL BID AMOUNT PER MONTH:	**$** 5,949 **monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 3,649 **monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR:	**$** 71,388 **monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 43,788 **monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 13.50 **/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.

COST PROPOSAL FOR THE SECOND YEAR (2015-16)

ALLEN HOUSE (8 hours/month)	**$** 100 **monthly**
POLICE CLERICAL AREA (14 hrs. /week)	**$** 671 **monthly**
MUNICIPAL BUILDING (30 hrs. /week)	**$** 1,439 **monthly**
DEPT. OF PUBLIC SERVICES (30 hours/week)	**$** 1,439 **monthly**
BALDWIN PUBLIC LIBRARY (Optional) **(7 days/week)**	**$** 2,300 **monthly**
TOTAL BID AMOUNT PER MONTH:	**$** 5,949 **monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 3,649 **monthly**
TOTAL BID AMOUNT FOR THE SECOND YEAR:	**$** 71,388 **monthly**
TOTAL BID AMOUNT FOR THE SECOND YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 43,788 **monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 13.50 **/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.

COST PROPOSAL FOR THE THIRD YEAR (2016-17)

ALLEN HOUSE (8 hours/month)	$ 100 monthly
POLICE CLERICAL AREA (14 hrs. /week)	$ 671 monthly
MUNICIPAL BUILDING (30 hrs. /week)	$ 1,439 monthly
DEPT. OF PUBLIC SERVICES (30 hours/week)	$ 1,439 monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	$ 2,300 monthly
TOTAL BID AMOUNT PER MONTH:	$ 5,949 monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 3,649 monthly
TOTAL BID AMOUNT FOR THE THIRD YEAR:	$ 71,388 monthly
TOTAL BID AMOUNT FOR THE THIRD YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 43,788 monthly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 13.50 /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.

COST PROPOSAL FOR THE FOURTH YEAR (2017-18)

ALLEN HOUSE (8 hours/month)	**$** 100 **monthly**
POLICE CLERICAL AREA (14 hrs. /week)	**$** 671 **monthly**
MUNICIPAL BUILDING (30 hrs. /week)	**$** 1,439 **monthly**
DEPT. OF PUBLIC SERVICES (30 hours/week)	**$** 1,439 **monthly**
BALDWIN PUBLIC LIBRARY (Optional) **(7 days/week)**	**$** 2,300 **monthly**
TOTAL BID AMOUNT PER MONTH:	**$** 5,949 **monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 3,649 **monthly**
TOTAL BID AMOUNT FOR THE FOURTH YEAR:	**$** 71,388 **monthly**
TOTAL BID AMOUNT FOR THE FOURTH YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	**$** 43,788 **monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 13.50 **/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 RNA Facilities Management

Authorized signature _____ Date 11-5-14

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For City of Birmingham Janitorial Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City 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 City.

MIKE FARHA
PREPARED BY (Print Name)

11-01-2014
DATE

COO
TITLE

11-01-2014
DATE

AUTHORIZED SIGNATURE

FARHA@RNAFACILITIESMANAGEMENT.COM
E-MAIL ADDRESS

RNA FACILITIES MANAGEMENT
COMPANY

4722 SOUTH STATE RD.
ADDRESS

734-260-3395
PHONE

N/A
NAME OF PARENT COMPANY

N/A
PHONE

N/A
ADDRESS

38-3286911
TAXPAYER I.D.#

ATTACHMENT B - BIDDER'S AGREEMENT

For City of Birmingham Janitorial Services

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.

BRISIDA BIBASHANI	11/6/2014
PREPARED BY (Print Name)	**DATE**
OWNER	11/6/2014
TITLE	**DATE**
	Budi42@hotmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
AMERICAN CLEANING COMPANY LLC	
COMPANY	
52844 KARON DR, MACOMB TWP, MI 48042	586-677-9240
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For City of Birmingham Janitorial Services

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT: $ 288,480.00 (4yaers)

TOTAL BID AMOUNT FOR THESE JANITORIAL CONTRACT EXCLUDING BALDWIN PUBLIC LIBRARY: $ 449,280.00(4years)

AUTHORIZED SIGNATURE 11/6/2014 **DATE**

OWNER
TITLE

AMERICAN CLEANING COMPANY LLC
COMPANY

52844 KARON DR, MACOMB TWP, MI 48042 586-677-9240
ADDRESS **PHONE**

NAME OF PARENT COMPANY

ADDRESS **PHONE**

COST PROPOSAL FOR THE FIRST YEAR (2014-15)

ALLEN HOUSE (8 hours/month)	$ 585.00 **monthly**
POLICE CLERICAL AREA (14 hrs. /week)	$ 1,825.00 **monthly**
MUNICIPAL BUILDING (30 hrs. /week)	$ 2,250.00 **monthly**
DEPT. OF PUBLIC SERVICES (30 hours/week)	$ 1,350.00 **monthly**
BALDWIN PUBLIC LIBRARY (Optional) **(7 days/week)**	$ 3,350.00 **monthly**
TOTAL BID AMOUNT PER MONTH:	$ 6,010.00 **monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 9,360.00 **monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR:	$ 72,120.00 **monthly**
TOTAL BID AMOUNT FOR THE FIRST YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 112,320.00 **monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 25.00 /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.

COST PROPOSAL FOR THE SECOND YEAR (2015-16)

ALLEN HOUSE (8 hours/month)	$ 585.00	monthly
POLICE CLERICAL AREA (14 hrs. /week)	$ 1,825.00	monthly
MUNICIPAL BUILDING (30 hrs. /week)	$ 2,250.00	monthly
DEPT. OF PUBLIC SERVICES (20 hours/week)	$ 1,350.00	monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	$ 3,350.00	monthly
TOTAL BID AMOUNT PER MONTH:	$ 6,010.00	monthly
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 9,360.00	monthly
TOTAL BID AMOUNT FOR THE SECOND YEAR:	$ 72,120.00	monthly
TOTAL BID AMOUNT FOR THE SECOND YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 112,320.00	monthly

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 25.00 **/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.

AMERICAN CLEANING COMPANY LLC

COST PROPOSAL FOR THE THIRD YEAR (2016-17)

ALLEN HOUSE (8 hours/month)	$ 585.00 monthly
POLICE CLERICAL AREA (14 hrs. /week)	$ 1,825.00 monthly
MUNICIPAL BUILDING (30 hrs. /week)	$ 2,250.00 monthly
DEPT. OF PUBLIC SERVICES (20 hours/week)	$ 1,350.00 monthly
BALDWIN PUBLIC LIBRARY (Optional) (7 days/week)	$ 3,350.00 monthly
TOTAL BID AMOUNT PER MONTH:	$ 6,010.00 monthly
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NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

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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.

AMERICAN CLEANING COMPANY LLC

COST PROPOSAL FOR THE FOURTH YEAR (2017-18)

ALLEN HOUSE (8 hours/month)	$ 585.00 **monthly**
POLICE CLERICAL AREA (14 hrs. /week)	$ 1,825.00 **monthly**
MUNICIPAL BUILDING (30 hrs. /week)	$ 2,250.00 **monthly**
DEPT. OF PUBLIC SERVICES (20 hours/week)	$ 1,350.00 **monthly**
BALDWIN PUBLIC LIBRARY (Optional) **(7 days/week)**	$ 3,350.00 **monthly**
TOTAL BID AMOUNT PER MONTH:	$ 6,010.00 **monthly**
TOTAL BID AMOUNT PER MONTH EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 9,360.00 **monthly**
TOTAL BID AMOUNT FOR THE FOURTH YEAR:	$ 72,120.00 **monthly**
TOTAL BID AMOUNT FOR THE FOURTH YEAR EXCLUDING BALDWIN PUBLIC LIBRARY:	$ 112,320.00 **monthly**

NOTE: THE FOLLOWING MUST BE COMPLETED IN THE EVENT THE CITY REQUESTS ADDITIONAL WORK BEYOND THE CONTRACT REQUIREMENTS, OR FOR APPROVED OVERTIME WORK. STATE THE INDICATED HOURLY CHARGES.

STRAIGHT TIME: $ 25.00 **/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 AMERICAN CLEANING COMPANY LLC

Authorized signature BRISIDA BIBASHANI Date 11/6/2014

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For City of Birmingham Janitorial Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City 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 City.

BRISIDA BIBASHANI	11/6/2014
PREPARED BY (Print Name)	**DATE**
OWNER	11/6/2014
TITLE	**DATE**
	Budi42@hotmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
AMERICAN CLEANING COMPANY LLC	
COMPANY	
52844 KARON DR, MACOMB, MI 48042	586-677-9240
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
30-0608011	
TAXPAYER I.D.#	

ATTACHMENT A - AGREEMENT

For City of Birmingham Janitorial Services

This AGREEMENT, made this _____day of _____, 2014, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and American Cleaning Company, LLC, having its principal office at 52844 Karon Dr., Macomb Twp., MI 48042 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having janitorial services provided at its Department of Public Services in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform of the commercial cleaning services for the Department of Public Services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the commercial cleaning services and which bid has been accepted by the City.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. 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 November 6, 2014 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $ 64,800.00, as set forth in the Contractor's November 6, 2014 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City 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 City nor the 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 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.

6. 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. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor’s employees who work pursuant to this Agreement. The

Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

    A. Workers' Compensation Insurance: 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.

    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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *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.

    E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. 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;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. 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 of Birmingham at least (10) days prior to the expiration date.

K. 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.

13. 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 behalf of the City of Birmingham 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with 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 of Birmingham.

14. 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.
15. 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.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Carlos Jorge 151 Martin Street Birmingham, MI 48009 248.530.1882	American Cleaning company, LLC Attn: Brisida Bibashani 52844 Karon Dr. Macomb Twp. MI 48042

17. 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 the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

Vera Dedrick

CONTRACTOR

By: _____
Brisida Bibashani
Its: Owner

CITY OF BIRMINGHAM

_____

By: _____
Stuart Lee Sherman
Its: Mayor

_____

By: _____
Laura Pierce
Its: City Clerk

Approved:

Lauren A. Wood, Director Of Public Services (Approved as to substance)

B. Sharon Ostin, Director of Finance (Approved as to financial obligation)

Carlos Jorge, Maintenance Supervisor (Approved as to substance)

Joseph A. Valentine, City Manager (Approved as to substance)

Timothy J. Currier, City Attorney (Approved as to form)

ATTACHMENT A - AGREEMENT

For City of Birmingham Janitorial Services

This AGREEMENT, made this _____day of _____, 2014, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and RNA Facilitates Management, having its principal office at 4722 South State Rd. Ann Arbor, MI 48108 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having janitorial services provided at its Municipal Building, Historical Museum (Allen & Hunter House), and Baldwin Public Library **(Optional)** in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform of the commercial cleaning services for three city facilities and Baldwin Public Library **(Optional)**, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the commercial cleaning services and which bid has been accepted by the City.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. 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 November 6, 2014 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $ 216,480.00, as set forth in the Contractor's November 6, 2014 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City

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 City nor the 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 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.

6. 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. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted

against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

    A. Workers' Compensation Insurance: 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.

    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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *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.

    E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. 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;
   2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
   3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
   4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
   5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. 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 of Birmingham at least (10) days prior to the expiration date.

K. 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.

13. 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 behalf of the City of Birmingham 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with 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 of Birmingham.

14. 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.
15. 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.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham Attn: Carlos Jorge 151 Martin Street Birmingham, MI 48009 248.530.1882	RNA Facilities Management Attn: Mike Farha 4722 South State Rd. Ann Arbor, MI 48108

17. 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 the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

Mohammed Farha

CONTRACTOR

By: _____
Mike Farha
Its: COO

CITY OF BIRMINGHAM

By: _____
Stuart Lee Sherman
Its: Mayor

By: _____
Laura Pierce
Its: City Clerk

Approved:

Carlos Jorge, Maintenance Supervisor
(Approved as to substance)

B. Sharon Ostin, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)