

**REQUEST FOR PROPOSAL FOR
JANITORIAL SUPPLIES & PRODUCTS**



**DEADLINE TO SUBMIT:
FRIDAY, JANUARY 3, 2025 AT 12:00 PM**

**CITY OF NEW BUFFALO
REQUEST FOR PROPOSALS
JANITORIAL SUPPLIES & PRODUCTS**

The City of New Buffalo is in southwest Berrien County, on the shores of Lake Michigan, and has a population of 1,690 (2021 Census). Known as the “Gateway to Michigan”, the City of New Buffalo is located approximately 70 miles from downtown Chicago. The city is a part of Harbor Country, along with Michiana, Grand Beach, Union Pier, Lakeside, Harbert, Sawyer, Bridgman, and Three Oaks.

Overview

The City of New Buffalo seeks proposals from suppliers of paper products, chemical cleaning supplies, vacuum items and other items associated with janitorial maintenance to various city owned facilities. The vendor will be required to deliver its products to each location minimally twice per month and/or on an “as needed” basis. The awarded vendor shall provide the paper products, chemical cleaning supplies, vacuum parts, and other items associated with janitorial maintenance for a period of two (2) years. The city reserves the right to exercise an option to renew for an additional two (2) year period. The purpose of this document is to ultimately enter a contract with a qualified firm to provide the necessary goods to meet departmental demands.

It is the intent of these specifications to cover the delivery of janitorial supplies to the City of New Buffalo. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interest of the city.

This document is a Request for Proposals, and the city is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the city. The criteria that will be used and considered in evaluation for award are set forth in this document. A purchase order or contract will be awarded to a qualified vendor submitting the most qualified proposal.

The City of New Buffalo reserves the right to select, and subsequently recommend for award, the proposed products and/or services that best meet its required needs, quality levels and budget constraints. Proposers should note that a RFP is under evaluation from the date of opening until a contract is awarded.

Scope of Work

The City of New Buffalo is requesting proposals from suppliers of paper products, chemical cleaning supplies, vacuum items and other items associated with janitorial maintenance to city owned facilities. The city has two (2) main buildings: City Hall/Police Department (224 West Buffalo Street) and the Streets Department Garage (121 Jefferson Street). The vendor will be required to deliver its products to each location minimally twice per month and/or on an as-needed basis for a two (2) year period. The city reserves the right to exercise an option to renew for an additional two (2) year period.

All information requested herein must be submitted with the proposal prior to the due date and time. Failure to do so may result in rejection of the proposal as non-responsive and/or incomplete. The city reserves the right to postpone the due date for its own convenience. Proposals are considered received when in the possession of the City Clerk at the due date and time. The city assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

Safety Data Sheets

Proposers must submit Safety Data Sheets with proposal on all applicable products.

Personnel Identification

All personnel must carry on their person photo identification (i.e. an employee identification badge, valid driver's license, etc.) while on City property and promptly show such identification when requested by a City employee. The City reserves the right to reject and bar from City property, for good and sufficient reason at the sole direction of the City, any employee hired by the awarded contractor.

Silence of Specifications

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made based on this statement.

Invoicing and Payment

All orders are to be submitted on itemized invoices with quantity, unit costs, and extended costs. Additional costs for varying fuel charges will not be allowed for the term of this contract. Invoices shall be submitted to the City of New Buffalo, 224 West Buffalo Street, New Buffalo, Michigan 49117.

The City of New Buffalo shall conduct random audits of invoices to ensure billing consistency. Failure by the vendor to provide correct invoices can delay payment and be the basis for termination of the contract. An invoicing sample shall be included this request for proposal document. Payment will be made after the merchandise and/or services have been:

- Received or completed in full.
- Inspected and found to comply with all specifications and be free of damage or defect.
- Properly invoiced.

Checks will only be made payable to the company name as shown on the purchase order or job number; the invoice must reflect this same company name as the "pay to."

Option to Renew

The successful proposer will be awarded a two (2) year contract. This contract may be extended at the City's option for an additional two (2) year period, providing the terms and conditions remain in full force and effect. Requests for changes shall be received in writing at least sixty (60) days prior to their effective date in the option year of the agreement. The requested changes are subject to written

acceptance prior to becoming effective. In the event new rates are not acceptable, the contract may be cancelled. The awarded contract shall not be automatically renewed at the end of any contract term.

Assignment of Agreement and Other Contractors

The vendor shall not assign the Agreement, or any part thereof, without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

No Exclusive Contract/Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

Data Rights and Ownership

Ownership of all data, materials and documentation originated and prepared for the City of New Buffalo pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of New Buffalo.

Regulations and Safety Guidelines

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

All Contractors and subcontractors shall perform all work in accordance with applicable local, State, and Federal laws, rules, regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the

Civil Rights Act of 1964, as amended.

Termination of Contract

The City of New Buffalo reserves the right to terminate the contract without penalty upon sixty (60) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of New Buffalo will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of New Buffalo best interest and will be final. The City of New Buffalo reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest. No service charge, handling fees or other penalties for cancellation will be assessed.

Subcontractors

The contractor shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of New Buffalo for such acts or omissions. The awarded vendor will remain responsible for all work performed by subcontractor, including quality of work, scheduling, and final billing.

Withdrawal of Proposals

No proposal will be allowed to be withdrawn after it has been deposited with the City of New Buffalo, except as provided by law. All proposers are held to prices proposed for ninety (90) days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Exceptions to the RFP

Each vendor must provide a list of exceptions taken to this RFP and any exceptions taken must be identified and explained in writing. An exception is defined as the vendor's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the RFP. If the vendor provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution must be explained. The City reserves the right to accept or reject any exception; whichever is in the best interest of the City.

Selection Process

The City will review all proposals received and will utilize its best judgment in awarding a contract/purchase order to a qualified proposer. The City of New Buffalo reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, service, quality of product and capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the City.

Selection Criteria

It is the intention of the City of New Buffalo to award a contract only to a vendor who furnishes satisfactory evidence of requisite experience and ability to complete the work successfully and promptly within the timeline established between the parties.

Proposals will be evaluated and ranked. The firm selected for the award will be chosen based on the apparent greatest benefit to the City of New Buffalo, including but not limit.

1. *Qualifications and Experience (Max 10 points)*

Proposers shall demonstrate competence and experience to carry out the terms of this contract. Company shall have personnel who have experience with similar projects as described herein. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include all information pertinent to aiding the City in determining the abilities of the Proposer.

2. *Service (Max 25 points)*

Proposers shall demonstrate their ability to service the City within the appropriate response time necessary to ensure products are delivered timely. Company shall demonstrate their ability to address the needs of the City as specified in the scope of work section of this document, including delivery process of janitorial maintenance supplies.

3. *Cost Proposal (Max 35 points)*

Cost proposal per Proposal Form.

4. *Quality of Product & Sustainability (Max 15 points)*

Proposer shall demonstrate the quality of proposed products and the City may request samples if needed.

5. *Capacity (Max 10 points)*

The Service Company should clearly identify its capacity to perform the work as outlined in the specifications. Proposers should clearly identify all available resources within the company and equipment available to deliver orders to the various locations. Proposer should clearly identify their stock inventory of core items and ability to meet the needs of the City. Provide the number of full- time/part-time employees, number of trucks and drivers.

6. *References (Max 5 Points)*

Provide a list of references including the company name, contact name, and phone number of current contracts providing similar goods to various locations.

General Conditions

All proposals will be evaluated and ranked. The City of New Buffalo reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the City. The firm selected for the award will be chosen based on the apparent greatest benefit to the City of New Buffalo.

The City of New Buffalo reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with short listed proposers will provide additional information and criteria upon which the City will base its selection decision. The City of New Buffalo reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constrain.

All proposals shall be opened publicly at the date and time specified and shall be recorded with the name of the proposer. All proposals shall be in accordance with the requirements of this notice to be deemed "responsive."

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost but will be evaluated based upon criteria formulated around the most important features of which qualifications, experience, service, quality, or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a consultant's approach meets the desired requirements and needs of the City. No proposal will be accepted from, or contract awarded to any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City or failed to perform faithfully any previous contract with the City of New Buffalo.

The Request for Proposal document together with its addenda, amendments, attachments, and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with the specifications will not be considered for award.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of New Buffalo.

It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

The City of New Buffalo reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time, or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the New Buffalo City Council.

The City reserves the right to split or abstract any or all proposals and award multiple contracts for the same proposal, based on price, availability, and service when, in its judgment, best serves the City of New Buffalo.

The City reserves the right to change or amend the Request for Proposals document prior to the due

date by the issuance of Addendum posted on the City of New Buffalo's website. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Additional items may be added to the core list during the contract term at the discretion of the City. If the City requires additions, the City will negotiate the cost of such changes with the Contractor and a contract addendum issued to add item(s) to the core list.

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

Insurance Requirements

The vendor shall not commence work until he has obtained and delivered to the City of New Buffalo the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted doing business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of New Buffalo to the attention of the City Clerk at the following email address: afidler@cityofnewbuffalomi.gov.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily 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.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan 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.
3. **Umbrella Liability Insurance:** The vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: "It is understood and agreed that the

following shall be Additional Insureds: The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

6. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following:

“Should any of the aforementioned policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

7. **Proof of Insurance Coverage:** The Contractor shall provide the City of New Buffalo, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of New Buffalo at least ten (10) days prior to the expiration date.

Hold Harmless

To the fullest extent permitted by law, vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of New Buffalo, its elected and appointed officials, employees and volunteers and others working in behalf of the City of New Buffalo against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of New Buffalo, its elected and appointed officials, employees, volunteers or others working in behalf of the City of New Buffalo 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 the contract.

Proposal Submission

Proposals shall be submitted to “City of New Buffalo Janitorial Supplies RPF” via US Mail or hand delivery in a sealed envelope. Proposals will be accepted until noon on **Friday, January 3, 2025**. Proposals received after the deadline will not be considered. It is the responsibility of the responding firm to ensure that the proposal arrives on time at the right location. All proposals must be presented in a clearly marked package or envelope bearing the address:

City of New Buffalo Janitorial Supplies RFP
224 West Buffalo
New Buffalo, MI 49117

Responding firms must include three (3) copies of the completed proposal and other pertinent information. All services requested should be addressed and if a firm cannot provide a service, it

should be clearly noted within the proposal.

The City of New Buffalo reserves the right to reject any or all proposals or to negotiate with responding firms any improvements or clarifications regarding specific portions of the proposal.