



Department of Management Services
Purchasing Division
 241 West South Street
 Kalamazoo, MI 49007-4796
 Phone: 269.337.8020
 Fax: 269.337.8500
www.kalamazoocity.org
cokpurchasing@kalamazoocity.org

MANDATORY PRE-BID MEETING Tuesday, January 16, 2024 at 10:00 AM
At Kalamazoo Water Reclamation Plant, 1415 N. Harrison Street, Conf. Room A, Kalamazoo, MI 49007

INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Janitorial Services at Various City Properties

Bid Reference #: 91039-040.0

IFB ISSUE DATE: December 15, 2023

BID DUE/OPENING DATE: January 30, 2024 @ 3:00 p.m. Local Time

Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007

Questions about this IFB should be directed to:

Department Contact: **Quentin Pike, Citywide Facilities Manager at (269) 716-3796 or**
pikeq@kalamazoocity.org

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

**SECTION I
INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
9. **BID SUBMITTAL**- Bidders can submit sealed bids in one of the following ways:
 - 9.1. **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- 9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the bid document.
- 9.3. **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.

2. Insert SEALED BID here.



- 10. **BID TABULATIONS-** The Purchasing Division makes an effort to post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

**SECTION II
 BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide custodial services as specified herein:

Section I

Public Safety Station 4/5 (601 North Park Street, Kalamazoo, MI 49007)

Public Safety HQ (150 E. Crosstown Parkway, Kalamazoo, MI 49007)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
601 North Park Street		
Base Bid, each monthly billing period:	\$ _____ x 12 mos =	\$ _____
Cleaning to be performed 5 days per week (Approximately 4,300 sq. ft.)		
150 E. Crosstown Parkway		
Base Bid, each monthly billing period:	\$ _____ x 12 mos =	\$ _____
Cleaning to be performed 5 ½ days per week (Approximately 54,072 sq. ft.)		
Section I - GRAND TOTAL:		\$ _____

Section II

City Hall (241 West South Street, Kalamazoo, MI 49007)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
241 W. South Street (City Hall)		
Base Bid, each monthly billing period:	\$ _____ x 12 mos =	\$ _____
Cleaning to be performed 5 days per week (Approximately 30,000 sq. ft.)		
Section II - GRAND TOTAL:		\$ _____

Section III

Stockbridge Facility (415 Stockbridge Avenue, Kalamazoo, MI 49007)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
415 Stockbridge (Main Bldg. and Fleet Bldg.)		
Base Bid, each monthly billing period:	\$ _____ x 12 mos =	\$ _____
Cleaning to be performed 5 days per week (Approximately 73,672 sq. ft.)		
415 Stockbridge –Winter Season (October through March)		
Day Porter each monthly billing period:	\$ _____ x 6 mos =	\$ _____
Cleaning to be performed 5 days per week		
Section III - GRAND TOTAL:		\$ _____

Section IV

Harrison Facility (1415 North Harrison Street, Kalamazoo, MI 49007)

Includes 5 building (Bldgs. 5, 6, 21, 24 and 28)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
1415 N. Harrison (WRP), Base Bid, each monthly billing period: **(5 Buildings Total)** (Cleaning to be performed 5 days per week for Bldgs. 5, 6, 24 and 28) (Cleaning to be performed 1 day per week for Bldg. 21) (Approximately 201,198 sq. ft.)	\$ _____ x 12 mos =	\$ _____
Section IV - GRAND TOTAL:		\$ _____

Section V

Parks and Recreation –

Mayors’ Riverfront (251 Mills Street, Kalamazoo, MI 49048)

Youth Development Center (230 East Crosstown, Kalamazoo, MI 49001)

Station #5 (619 Douglas Ave, Kalamazoo, MI 49007)

KIK Pool (1012 Walter, Kalamazoo, MI 49001)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
251 Mills Street (Mayors’ Riverfront), Base Bid, each monthly billing period: Cleaning to be performed 5 days per week (Approximately 13,615 sq. ft.)	\$ _____ x 12 mos =	\$ _____
230 East Crosstown Parkway (Youth Development Center), Base Bid, each monthly billing period: Cleaning to be performed 5 days per week (Approximately 5,431 sq. ft.)	\$ _____ x 12 mos =	\$ _____
619 Douglas Avenue (Station #5), Base Bid, each monthly billing period: (Cleaning to be performed M-W-F each week during School Year – September through June); (Cleaning to be performed once each week during Summer – July through August) (Approximately 5,120 sq. ft.)	\$ _____ x 12 mos =	\$ _____
1012 Walter Street (KIK Pool), 10 Weeks Only – (1 Initial Deep Clean and 1 Closing Deep Clean) Base Bid, each monthly billing period: Cleaning to be performed 7 days per week (Approximately 2,500 sq. ft.)	\$ _____ x 3 mos =	\$ _____
Section V - GRAND TOTAL:		\$ _____

Section VI
City Records Center (3001 S. Burdick, Kalamazoo, MI 49002)

<u>DESCRIPTION</u>	<u>PRICE PER MONTH</u>	<u>TOTAL BID</u>
3001 S. Burdick (City Records Center)		
Base Bid, each monthly billing period:	\$ _____ x 12 mos =	\$ _____
Cleaning to be performed 1 days per week (Approximately 1,200 sq. ft.)		
Section VI - GRAND TOTAL 2 YEARS:		\$ _____

Work shall start within _____ working days after receipt of notification by Contractor of Notice to Proceed.

Award of Contracts may be split between locations as noted in General Requirements, Item 2. The bidder may include pricing for one or all locations, however, if you are bidding only individual locations, do not fill in the grand total. If you are bidding all locations, be aware that the City may award the locations individually and your bid price should reflect the amount necessary to perform the prescribed work at each location separately.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

The City encourages the use of local labor in fulfilling the requirements of this contract.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

BIDDERS QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____

2. Established: Year _____ Number of Employees: _____

3. Type of organization:

- a. Individual: _____ b. Partnership: _____
c. Corporation: _____ d. Other: _____

4. Former firm name(s) if any, and year(s) in business:

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: _____

Address: _____

Phone: _____

Contact: _____

5.2 Company Name: _____

Address: _____

Phone: _____

Contact: _____

5.3 Company Name: _____

Address: _____

Phone: _____

Contact: _____

6. List personnel who will be performing the custodial services, and their expected duties:

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:_____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above, please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _____

The above information is accurate:

Signature: _____ Date: _____

Title: _____

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

**SECTION III
CITY OF KALAMAZOO
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. 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, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, 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.

INDEMNITY AND INSURANCE
(Continued)

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

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SECTION IV
SCOPE OF WORK and SPECIFICATIONS**

1. The Contractor shall provide all supervision, labor, equipment, cleaning supplies and incidentals necessary to perform satisfactorily an exceptionally high level of cleaning services at the frequencies and during the hours as specified herein. The services shall include **ALL FUNCTIONS** normally considered in highly professional cleaning services. Failure to comply with and perform any of the following as specified shall be grounds for a "call-back" regardless of relative importance.

2. **OFF-LIMITS WORK LOCATIONS - NO ACCESS PERMITTED**

There will be specific areas of the facilities that are off-limits to the Contractors. The Project Manager will provide guidance regarding off-limits areas.

3. **SITE ACCESS AND BUILDING SECURITY**

Contractor's employees must have a company-issued picture ID tag with company name showing on the tag. ID tag must be visible at all times while working in the facility. The contractor shall furnish his/her employees with uniforms, which shall be neatly pressed and worn at all times while working in the facility. Industrial-type work clothes are preferred, consisting of shirt and trousers.

Employees of the contract awardee that are to be issued an access badge for Public Safety buildings will have to complete the Background Authorization Request Form, Personal Inquiry Waiver and Authority for Release of Information, Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, Confidentiality Agreement, Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations, and will also have to be fingerprinted for an FBI background check. **A copy of the required background check forms is attached for your review. (Attachment B)**

- 3.1 **601 N. Park Street (Public Safety Station 4/5) – Approximately 4,300 sq. ft.:**

Access to the areas to be serviced will be provided from 8:00 a.m. until 4:00 p.m. Monday through Friday. The Contractor's employees shall identify themselves to the supervisor on duty before they enter the building, according to the instructions given by the Project Manager.

- 3.2 **150 E. Crosstown Parkway (Public Safety Headquarters) – Approximately 54,072 sq. ft.:**

Access to the areas to be serviced will be provided from 8:00 a.m. until 5:00 p.m. Monday through Friday and Saturday *or* Sunday to the Contractor during the hours as noted herein. On the first day, the Contractor's employees shall identify themselves to the supervisor on duty before they enter the building, according to the instructions given by the Project Manager.

The Contractor shall be responsible for the security of all the areas to be serviced at all times. All doors leading into offices, maintenance, storage areas and corridors shall be locked at all times and rechecked before leaving the building.

- 3.3 **241 W. South Street (City Hall) – Approximately 30,000 sq. ft.:**

Access to the areas to be serviced will be provided from 6:00 p.m. until 6:00 a.m. Monday through Friday. The Contractor's employees may identify themselves to personnel on duty upon entering the building, according to the instructions given by the Project Manager.

In addition to the office this bid should include 1st, 2nd and 3rd floor atriums including floors; walls, stairs, entry glass and public restrooms. The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.

- 3.4 **415 Stockbridge (Main Bldg. and Fleet Bldg.) – Approximately 73,672 sq. ft.:**
Access to the Main Building to be serviced will be provided from 3:00 p.m. until 11:00 p.m. Monday through Friday. Access to the Fleet Building will be provided 11:00 a.m. to 3:00 p.m. Monday through Friday. The Contractor's employees may identify themselves to the supervisor on duty upon entering the building, according to the instructions given by the Project Manager.
- The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.
- 3.5 **1415 N. Harrison (Bldgs. 5, 6, 21, 24 and 28) – Approximately 201,198 sq. ft.:**
Access to the areas to be serviced will be provided from 3:00 p.m. until 6:00 a.m. Monday through Friday. Building 5 shall be serviced AFTER 5PM. The Contractor's employees shall identify themselves to the Treatment Operations Supervisor on duty upon entering the building, according to the instructions given by the Project Manager.
- The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.
- 3.6 **251 Mills Street (Parks and Rec Office Building) – Approximately 13,615 sq. ft.:**
Access to the areas to be serviced will be provided from 3:00 p.m. until 11:00 p.m. Monday through Friday. The Contractor's employees may identify themselves to the supervisor on duty upon entering the building, according to the instructions given by the Project Manager.
- The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.
- 3.7 **230 East Crosstown (Youth Development Center) – Approximately 5,431 sq. ft.:**
During the school year (September through May) access to the areas to be serviced will be provided from 7:00 p.m. until 5:00 a.m. Monday through Friday. **During the summer** (June through August) access to the areas to be serviced will be provided from 5:00 p.m. until 5:00 a.m. Monday through Friday. The Contractor's employees may identify themselves to the supervisor on duty upon entering the building, according to the instructions given by the Project Manager.
- The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.
- 3.8 **619 Douglas Ave (Station #5) – Approximately 5,120 sq. ft.:**
During the School Year: September through June, access to the areas to be serviced will be provided from 7:00 p.m. until 11:00 p.m. Monday, Wednesday and Friday.
During the Summer: July through August, access to the areas to be serviced will be provided from 7:00 p.m. until 11:00 p.m. one day per week. The Contractor's employees may identify themselves to the supervisor on duty upon entering the building according to the instructions given by the Project Manager.
- The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.

- 3.9 **1012 Walter Street (KIK Pool) – Approximately 2,500 sq. ft.:**
Access to the areas to be serviced will be provided from 7:00 p.m. until 5:00 a.m. Sunday through Saturday. The Contractor's employees may identify themselves to the supervisor on duty upon entering the building, according to the instructions given by the Project Manager.

The Contractor shall be responsible for the security of all the areas to be serviced at all times. Any door found locked shall be unlocked and then again locked upon leaving the area or office. Similarly, all lights shall be turned off upon leaving each area or office.

- 3.10 **3001 S. Burdick (City Records Center) – (Approximately 1,200 sq. ft.)**
Access to the areas to be serviced will be provided from 10:00 a.m. until 5:00 p.m. Monday through Friday.

4. WORK SCHEDULE

The Contractor shall furnish a complete work schedule to the Project Manager within two (2) weeks after starting services. The schedule shall include names and telephone numbers of responsible persons, including the Contractor's designee and the working supervisor who can be reached at any time by the City.

- 4.1 **601 N. Park Street (Public Safety Station 4/5) – Approximately 4,300 sq. ft.:**
Daily: The services outlined herein shall be performed five (5) days a week, Monday through Friday. (per the Worksheet Log provided in Attachment A)

Hours: The services shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. There will be no scheduled service for Saturday and Sunday.

There will be no scheduled service for the following holidays: New Year's Eve, New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

- 4.2 **150 E. Crosstown Parkway (Public Safety Headquarters) – Approximately 54,072 sq. ft.:**
Daily: The services outlined herein shall be performed five and a half (5½) days a week, Monday through Friday and either Saturday or Sunday for restrooms and locker rooms. (per the Worksheet Log provided in Attachment A)

Weekly: The following areas are to be serviced on a weekly basis with escorted access:

- 4.2.1 Evidence Main Office
- 4.2.2 Kitchen
- 4.2.3 Bathroom
- 4.2.4 Workout Rooms (no escort needed)
- 4.2.5 Apparatus bay trash barrels
- 4.2.6 Crime Lab

Off-Limits: The following areas are off-limits to the contractor:

- 4.2.7 Evidence Room, (clean floors upon request only and with escorted access)

Hours: The services shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday or Sunday. Schedule will be arranged with Contractor.

There will be no scheduled service for the following holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

4.3 **241 W. South Street (City Hall) – Approximately 30,000 sq. ft.:**

Daily: The services outlined herein shall be performed five (5) days a week, Monday through Friday. (per the Worksheet Log provided in Attachment A)

Hours: The services shall be performed between the hours of 6:00 p.m. and 6:00 a.m., Monday through Friday. There will be no scheduled service for Saturday and Sunday.

There will be minimal staffing levels for the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day. The custodial contractor is not prohibited from working during these days if they are not listed as holidays per their employee agreements or contracts.

4.4 **415 Stockbridge (Main Bldg. and Fleet Bldg.) – Approximately 73,672 sq. ft.:**

Daily: The services outlined herein shall be performed five (5) days a week, Monday through Friday. (per the Worksheet Log provided in Attachment A)

Hours:

Main Bldg:

The services shall be performed between the hours of 3:00 p.m. and 11:00 p.m. Monday through Friday. There will be no scheduled service for Saturday and Sunday.

Fleet Bldg:

The services shall be performed between the hours of 11:00 a.m. and 3:00 p.m. Monday through Friday. There will be no scheduled service for Saturday and Sunday.

The **Day Porter** position is typically a two-hour check of supplies, policing the lunchroom and spot cleaning of the floors at Stockbridge. This work can be done between 8:00 a.m. and 11:00 a.m. Monday through Friday. The purpose of the day porter is to make sure the floors are cleaned up during the winter months from November through March.

There will be minimal staffing levels at the facilities on the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

4.5 **1415 N. Harrison (Bldgs. 5, 6, 21, 24 and 28) – Approximately 201,198 sq. ft.:**

Daily: **Buildings 5, 6, 24 and 28** - The services outlined herein shall be performed five (5) days a week, Monday through Friday. Building 5 to be cleaned AFTER 5PM. (per the Worksheet Log provided in Attachment A)

Weekly: **Building 21** – The services outlined herein shall be performed one (1) day a week.

The day of service is to be decided but will remain consistent. (per the Worksheet Log provided in Attachment A)

Hours: The services shall be performed between the hours of 3:00 p.m. and 6:00 a.m., Monday through Friday.

This facility is a 24/7 operation however there will be minimal staffing levels on the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

4.6 **251 Mills Street (Parks and Rec Office Building) – Approximately 13,615 sq. ft.:**

Daily: The services outlined herein shall be performed five (5) days a week, Monday through Friday. (per the Worksheet Log provided in Attachment A)

Hours: The services shall be performed between the hours of 3:00 p.m. and 11:00 p.m.

There will be minimal staffing levels at the facilities on the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

4.7 **230 East Crosstown [Youth Development Center (YDC)] – Approximately 5,431 sq. ft.:**

Daily: YDC is open ALL YEAR Monday through Friday (During the school year it is open 2:00 p.m. – 6:30 p.m. During the summer it is open 8:00 a.m. – 5:00 p.m.) The services outlined herein shall be performed five (5) days a week, Monday through Friday. (per the Worksheet Log provided in Attachment A)

Hours: **During the school year** (September through May) the services shall be performed between the hours of 7:00 p.m. and 5:00 a.m. **During the summer** (June through August) the services shall be performed between the hours of 5:00 p.m. and 5:00 a.m.

There will be minimal staffing levels at the facilities on the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

4.8 **619 Douglas Ave (Station #5) – Approximately 5,120 sq. ft.:**

Daily: *DURING THE SCHOOL YEAR ONLY SEPTEMBER THROUGH JUNE*

The services outlined herein shall be performed on Monday, Wednesday and Friday each week. (per the Worksheet Log provided in Attachment A)

Weekly: *DURING THE SUMMER ONLY JULY THROUGH AUGUST*

The services outlined herein shall be performed one (1) day per week, with the day of service to be decided between the Project Manager and the Contractor.

Hours: The services shall be performed between the hours of 7:00 p.m. and 11:00 p.m.

There will be minimal staffing levels at the facilities on the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

4.9 **1012 Walter Street (KIK Pool) – Approximately 2,500 sq. ft.:**

Daily: KIK Pool is open June through mid-August every day from 5:30 a.m. to 7:00 p.m. (Approx. 10 weeks)

1 initial opening deep cleaning, and 1 closing deep cleaning.

The services outlined herein shall be performed seven (7) days a week, Sunday through Saturday. (per the Worksheet Log provided in Attachment A)

Hours: The services shall be performed between the hours of 7:00 p.m. and 5:00 a.m., Sunday through Saturday.

There will be minimal staffing levels at the facility on the following City holiday: Juneteenth and Fourth of July.

4.10 **3001 S. Burdick (City Records Center) – Approximately 1,200 sq. ft.:**

Weekly: The services outlined herein shall be performed one (1) day a week,

Hours: The services shall be performed between the hours of 10:00 a.m. until 5:00 p.m., Monday through Friday. There will be no scheduled service for Saturday and Sunday.

There will be no staffing levels for the following City holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day. The custodial contractor is prohibited from working during these days.

5. **DEFINITIONS**

The general definitions are to provide the Contractor with a basic understanding of the minimum standards of cleaning. Work under this contract is expected to meet or exceed the definitions as defined in the attached Appendix 1.

6. **WORKSHEET LOG – (See Attachment A)**

All Contractor's employees must sign in on the Custodial Sign in Sheet located at the facility. **THE CITY WILL SUPPLY THE CONTRACTOR WORKSHEET LOGS.**

At the end of the work shift, the working supervisor shall complete and sign a copy of the Worksheet Log to be provided by the Project Manager or designee. Checkmarks shall be used to denote that the specified work has been completed satisfactorily. Should any items on the worksheet not be checked off or completed, an explanation shall be given on the back of the form as to the reason.

Acceptable reasons (due to the fault of the City) may be lack of paper towels, toilet paper and/or liquid soap. Acceptable reasons (due to the fault of the Contractor) may be equipment malfunctions. Such problems shall be rectified before the beginning of the next scheduled work shift. Unacceptable reasons for any specified work not being performed satisfactorily or omitted by the Contractor shall result in a call-back being invoked.

The Contractor is required to notify the City's Project Manager when the stock of consumable supplies is down to only a one (1) week supply. Consumable supplies shall include, but not limited to, items such as trash bags, paper towels, toilet paper, and soap.

Report any property or equipment not in a serviceable or operating condition, listed by description and location. This would include burned out light bulbs, etc. Any problems and/or complaint of minor nature, or similar isolated incidents, may be handled directly between the Contractor's foreman and the City Project Manager or designee. A summary of the incident and resolution shall be contained in the Worksheet Log.

SPECIAL NOTE: The act of falsifying information requested on these forms may result in the invoking of Section 11 under Terms and Conditions, Default.

7. DAILY DUTIES SCHEDULE

The Contractor shall perform all of the daily tasks as indicated below and on the attached Worksheet Log (*Attachment A*) in accordance with the definitions attached (*Appendix I*).

- 7.1 Water/Drinking fountains and stainless steel sinks - clean and disinfect
- 7.2 Trash containers – empty and change liners
- 7.3 Carpeted floors - remove debris and vacuum
- 7.4 Non-carpeted floors - dry mop and /or wet mop if needed
- 7.5 Main Entrance - wipe and clean window sills and glass
- 7.6 Restroom areas - clean and sanitize sinks, toilets and urinals
- 7.7 Clean mirrors, shelves and chrome
- 7.8 Sanitary napkin disposal container - clean, empty and change liners
- 7.9 Restroom floors - wet mop and disinfect floors
- 7.10 Fill paper products, i.e., toilet paper (min 8-1/2” wide) and paper towels
- 7.11 Fill soap dispensers as needed

8. WEEKLY DUTIES SCHEDULE

To be performed a minimum of four work days apart.

- 8.1 Classroom/conference area vacuumed weekly (may be more often during heavy use periods)
- 8.2 Dust low areas (seven feet and below) including removing cobwebs
- 8.3 Un-upholstered chairs to be damp cleaned
- 8.4 Vacuum all offices
- 8.5 Wipe, dust or vacuum chairs and benches
- 8.6 Clean floors in Bldg. 21, including bathroom
- 8.7 Clean and dust file cabinets and tables
- 8.8 Clean and dust upholstered chairs, sofas and office chairs
- 8.9 Stairs & stair landing - swept and wet mopped
- 8.10 Recycling containers - empty

The Contractor shall perform all the weekly tasks as indicated on the attached Worksheet Log (*Attachment A*) in accordance with the definitions attached (*Appendix I*).

9. MONTHLY DUTIES SCHEDULE

- 9.1 Damp clean exterior of trash containers (may be more often during heavy use periods)
- 9.2 All chrome and other metal furniture legs shall be damp wiped, washed if necessary and polished to avoid streaking
- 9.3 Dust and clean return air vents, supply vents, and exhaust fans
- 9.4 Dust high areas (above 7 feet) including removing cobwebs
- 9.5 Carpeted floors to be spot cleaned
- 9.6 Non-carpeted floor areas wet mopped
- 9.7 Clean restroom area floor traps
- 9.8 Disinfect walls and partitions in restrooms
- 9.9 Clean glass partition panels
- 9.10 Clean window blinds

The Contractor shall perform all the monthly tasks as indicated on the attached Worksheet Log (*Attachment A*) in accordance with the definitions attached (*Appendix I*).

10. AS-NEEDED/ADDITIONAL DUTIES

This is work required at times other than stated herein above and is to be determined by the Project Manager.

10.1 Additions/Deletions: Additional areas may be added from time to time. If this occurs, the Contractor(s) will be requested to submit a cost quote for those sections of work, by the square foot. Upon approval by the City and authorization by the Project Manager, such additions will be added to, and become a part of, this contract through properly executed forms. The City reserves the right to delete areas, as may be required during the life of this contract, through properly executed forms authorized by the City.

10.2 Special Requests: The Project Manager may require the Contractor to provide special services relating to cleaning facilities. These requests will be made to the Contractor or designee and are to be worked into the schedule and performed when requested by the City. These requests will be reimbursed to the Contractor based on a predetermined amount to perform the task. The City will ask the Contractor to provide an estimate on these requests, which is to be provided within two (2) working days from the time requested, prior to commencement of the work. Upon approval by the City, such additions will be added to and become a part of this contract through properly executed forms.

11. PROJECT SUPERVISOR/ONSITE SUPERVISION

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available at all times to the Contractor's workers and the Project Manager by use of a cell phone. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

The Contractor shall have a supervisor or foreperson available by cell phone at all times in the event of emergency or some problem occurring.

12. EMERGENCY SITUATIONS

An emergency situation shall be defined as an unforeseen combination of circumstances, or the resulting state, that calls for immediate action as determined by the Project Manager.

12.1 If an emergency situation arises, the Project Manager or the designee shall immediately notify the Contractor. The Contractor will have one to four (1-4) hours to initiate corrective action or assistance. If the Contractor cannot provide assistance in the time specified by the City, the City has the option to seek other vendors and/or means to correct the situation.

If the emergency situation was caused by the Contractor, the City shall have the right to complete the work to its satisfaction and deduct the amount necessary to recover the City's costs to correct the situation.

12.2 Contractor shall provide phone numbers where they can be immediately contacted 24 hours a day.

13. QUALITY ASSURANCE

The City's Project Manager may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide complete performance that is satisfactory to the City. In the case of any dispute arising between the Foreperson and the Contractor as to materials furnished or the matter of performing the work, the Foreperson shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City's Project Manager.

The City's Project Manager shall in no case act as Foreperson or perform other duties for the Contractor or interfere with the management of work by the Contractor.

14. PRODUCT SPECIFICATIONS

The Contractor must submit to the Project Manager or designee Safety Data Sheets (SDSs) on all products used in City facilities, whether the products are stored on-site or not. This SDS information shall be in compliance with the OSHA guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G. This requirement will help ensure the safety of the citizens and employees working and visiting City facilities.

15. MIOSHA GUIDELINES – HAZARDOUS COMMUNICATIONS

The Contractor shall comply with the OSHA Hazardous Communications Standard 20CFR 1910.1200 and MIOSHA Part 92 Hazardous Communications as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for meeting compliance requirements prior to contract acceptance and shall provide proof of program to the City of Kalamazoo.

- 15.1 Labeling of Hazardous Materials – The Contractor(s) shall comply with OSHA Guideline, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers.
- 15.2 Caution Signs – The Contractor(s) shall use caution signs as required by OSHA Guidelines. The Contractor(s) shall furnish these signs at no additional cost to the City. Caution signs shall be on-site at each building location on contract start date.
- 15.3 MIOSHA Guidelines Blood Pathogens – The Contractor(s) shall comply with the MIOSHA Part 554 "Bloodborne Infectious Diseases" as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. The Contractor(s) shall be responsible for meeting compliance requirements prior to contract acceptance and shall provide proof of program to City's Project Manager at pre-start up meeting. The Contractor is responsible for cleaning spills of bodily fluid unless it constitutes a crime scene, in which case the authorities shall be notified.

16. INITIAL CLEANING REQUIREMENT

In addition to the initial month's services, the Contractor shall bring all facilities to contract standards during the first month of the contract. The initial cleaning will be performed in addition to routine cleaning tasks but will not be billable as additional services. Failure to successfully complete the initial cleaning phase may be considered a determining factor in discontinuing the services under the contract.

SECTION V
GENERAL REQUIREMENTS

1. INTENT

It is the City of Kalamazoo's intent to enter into a contract with a selected Contractor to provide professional custodial services, as described in these specifications and according to industry standards for the City of Kalamazoo at various City of Kalamazoo properties. *(See Appendix 1)*

Floor plans of locations will be available for view at the MANDATORY Pre-Bid meeting for viewing and may be provided to the winning contractor upon contract execution. Square footage per location has been provided within the specifications.

2. AWARD

The City reserves the right to make an award of this contract based on each bidder's response to this Invitation for Bid. All of the following factors will be considered in evaluating bids received:

Responsiveness to Invitation for Bid specifications
Qualifications of firm
Cost
References

Award will be made on aggregate or split basis, whichever is in the City's best interest and is subject to the appropriation of funds.

3. CONTRACT PERIOD AND RENEWALS

- 3.1 The contract shall be in effect for a one-year period commencing upon the date of contract execution by both parties.
- 3.2 The City shall have the option of renewing this contract for two (2) two (2)-year periods, subject to availability of funds, job performance and satisfactory service to the City of Kalamazoo and the following renewal and/or cancellation option. All renewals shall be upon mutual agreement of both parties.

4. QUALIFICATIONS OF BIDDERS

Bids will be considered only from responsible organizations or individuals now or recently engaged in the performance of building services contracts comparable to those described herein. The Contractor may be a single firm or a joint venture and must show evidence of its technical capability in this work. In order to determine the Contractor's qualifications, each bidder may be requested to furnish a narrative statement listing comparable contracts which they have performed, the general history of the operating organization, and experience.

As a part of the bid evaluation process, the City will conduct a background investigation, including a record check by the City of Kalamazoo Public Safety Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. City of Kalamazoo shall be the sole judge in determining Bidder's qualifications.

5. CONTRACTOR'S RESPONSIBILITY

It is the policy of the City that City direction or supervision of Contractor's employees, directly or indirectly, shall not be exercised. The Contractor shall be the direct representative or supervisor and shall be available at all times when the contract work is in progress to receive instructions from the Project Manager or designee.

5.1 The Contractor's supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:

- No loud or boisterous conduct will be permitted (including radios).
- Contractor's employees will not open desk drawers or cabinets at any time.
- Contractor's employees are not to use or tamper with office machines, equipment, computers or City employee's personal property. Use of City telephones for personal calls is prohibited.
- Only personnel employed by the Contractor shall be allowed on job site.

Lights and HVAC in unoccupied areas shall be turned off, except where centrally controlled, windows and doors returned as found, and unoccupied areas locked.

Contractors will be required to sign for each ID badge issued to them. If Contractor loses a badge he/she will be required to pay \$50.00 for each ID badge lost, which is the cost of having duplicates made by the City. If a breach of security results from the loss of an ID badge, the City of Kalamazoo shall charge actual cost incurred to bring security into compliance. The charges will be deducted from monthly payments due to the Contractor.

6. CONTRACTOR EMPLOYMENT REQUIREMENTS

Contractor shall ensure the recruitment, supervision and training of sufficient, able personnel to carry out contractor's obligations. Contractor personnel shall perform in a professional manner at all times.

7. EMPLOYEE TURNOVER AND ABSENCES

The parties recognize that workforce stability is essential to effectively achieve the contractor's obligations hereunder and that the contractor is responsible for minimizing employee turnover and absences. Contractor will report all absences to the Project Manager or designee on a daily, as-occurs basis, and shall explain how that work schedule will be covered.

8. MONTHLY CERTIFIED PAYROLL

The Contractor will submit a monthly payroll report detailing all hours worked by employees; including days missed for sick leave use, personal leave, vacation, etc. The monthly payroll reports shall be provided as a part of the monthly billing process.

9. TRAINING POLICIES AND MANUALS

The Contractor shall provide the Project Manager copies of their training policies and manuals prior to contract award. The Contractor shall keep the manuals current and updated throughout the contract term.

10. BACKGROUND CHECKS

STANDARD CRIMINAL BACKGROUND CHECKS (To be completed for all employees)

- 10.1 The Contractor shall comply with all criminal background and fingerprint checks with the Michigan State Police. All employees will be required to complete such checks before entering the City facilities. The cost of said checks will be paid by the Contractor and the results at said checks will be provided to the City.
- 10.2 The Contractor shall submit a sworn statement detailing how employees are screened for criminal background checks prior to contract award. Contractor must demonstrate that criminal background checks are conducted on each employee that the Contractor hires to ensure that employees have no prior criminal record that would render said persons as undesirable in a public setting.
- 10.3 The Contractor shall submit immediately as part of the background check a valid picture ID that provides the name, address and birth date of all employees upon employment that will be employed under this contract for the City. A copy of their State-issued identification shall be required prior to badge issuance.
- 10.4 Social security numbers will be required of all employees on job site.

BACKGROUND CHECKS FOR EMPLOYEES WORKING IN PUBLIC SAFETY BUILDINGS

- 10.5 All employees of prospective outside contractors, working in any Public Safety facility, shall be subject to additional background checks.
- 10.6 All prospective employees shall provide as part of the background check a valid picture ID that provides name, address and date of birth. Contractor employees shall have in their possession, while working, a valid picture ID. Social Security numbers will also be required of all employees on job site.
- 10.7 Employees of the contract awardee that are to be issued an access badge for Public Safety buildings will have to complete the Background Authorization Request Form, Personal Inquiry Waiver and Authority for Release of Information, Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, Confidentiality Agreement, Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations, and will also have to be fingerprinted for an FBI background check. A copy of the required background check forms is attached for your review. (*Attachment B*)

11. EMPLOYEE CONDUCT

The City reserves the right to require the Contractor to remove from the site any Contractor employee who is deemed to be incompetent or in any way detrimental to the best interests of the City of Kalamazoo. This right shall be unilateral and the Contractor is responsible for any costs that may occur as a result of an employee of the Contractor being removed by the City.

12. MANDATORY PRE-BID MEETING AND SITE WALK THROUGH

A MANDATORY PRE-BID MEETING is scheduled for January 16, 2024 at 10:00 AM at the Kalamazoo Water Reclamation Plant, 1415 N. Harrison Street, Conf. Room A, Kalamazoo, MI 49007. A mandatory site walk through of all locations will follow the mandatory pre-bid meeting. The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form of legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing.

13. INSPECTIONS

13.1 Before submitting bids for the work, the bidder will have examined the premises and become satisfied as to the existing conditions under which the Contractor will be obliged to operate, or that in any way affects the work under this contract. Contractors are required to investigate and become thoroughly familiar with conditions relating to the work to be performed according to the contract and specifications; shall verify all measurements and materials required and shall be responsible for the correctness of same. No extra charge or compensation will be allowed for any errors, omissions, or miscalculations or because of failure on the part of the Contractor to investigate or inspect the site.

13.2 The Contractor and the Project Manager or designee shall conduct joint inspection tours of the facilities not less than twice each month, at a time convenient to both. If the Project Manager or designee is not available for said inspection, the Project Manager may revise this schedule as needed. A written report of the inspection shall be filed by the contractor with the Project Manager or designee.

13.3 The Project Manager may conduct random daily inspections of the area covered under the contract.

13.4 Inspections by the Project Manager or designee shall not be considered as direct control of the individual workers and their work. The direct control shall solely be the responsibility of the Contractor forepersons and/or superintendents.

14. WORK SCHEDULING AND MATERIALS

The work shall be performed as outlined herein. The Contractor shall provide all equipment and supplies that will be necessary to complete the required service.

Every effort will be made by the City's representative to cooperate with the Contractor in regard to scheduling, types and makes of materials and equipment used, and the establishment of policies and procedures.

The Contractor shall not use any material which the Project Manager or designee determines would be unsuitable for the purpose or harmful to the surfaces of the building, its contents, or equipment.

Equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Project Manager or designee. Equipment deemed by the Project Manager or designee to be of improper type or design, or inadequate for the purpose intended, shall be replaced.

15. ITEMS TO BE PROVIDED TO CONTRACTOR BY THE CITY

The City of Kalamazoo shall make available to the Contractor information in the City's possession which will be useful in completing the project work. However, it will remain the Contractor's responsibility to gather and verify data.

- 15.1 Electric power will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of the work. Hot and cold water will also be available as necessary for that purpose.
- 15.2 Storage space – The City will allow Contractor to store supplies, materials and equipment in storage areas in the facility designated by the Project Manager. This space shall be kept in a neat and orderly condition at all times. Contractor agrees to keep his/her portion of this storage area in accordance with all applicable fire regulations. Any chemicals left on premises by Contractor must have a Safety Data Sheet (SDS) available on site.
- 15.3 The City will provide consumable supplies including but not limited to liquid soap, toilet paper, paper towels, wastebasket liners, air fresheners and sanitary napkins for the women's restrooms.
- 15.4 The City shall designate a mutually agreed site where the City and Contractor are able to communicate needs and updates. This area will contain all daily reports, a work checklist, and a general log form. The area will be determined after award of bid.

16. DAMAGES

- 16.1 The Contractor shall be held responsible for any damages caused by their employees or methods of service. Employees shall not use or operate any office machines or appliances. Any damages due to Contractors employees using the appliances shall be replaced or repaired by the Contractor, at their own expense.
- 16.2 The reckless use and operation of buffing and scrubbing equipment shall not be tolerated. Any damage occurring as a result shall be repaired and the cost deducted from the invoice in any month in which the repair is being made.
- 16.3 The City will not be responsible for damage to or loss of Contractor's supplies, materials or equipment in any way. Nor shall the City be responsible for the Contractor's employees' personal belongings brought into the building.

17. CALL BACKS AND DEDUCTIONS

17.1 For all work that is performed in an unsatisfactory manner, the Contractor shall be given a "call-back". A "call-back" shall be defined as an unscheduled call to the vendor to complete or correct any portion of work not completed satisfactorily during the regularly scheduled time the work should have been done.

All "call-backs" shall be answered and the work completed or corrected within the next regularly scheduled work period.

17.2 Examples of unsatisfactory performance, as it relates to "call-backs", include but are not limited to the following:

17.2.1 Non-performance of, or unsatisfactory performance of, any portion of the work as specified and scheduled.

17.2.2 Non-responsive to "call-backs".

17.3 Excessive "call-backs" in excess of two (2) within an invoice period shall result in a deduction of one hundred dollars (\$100.00) from that period's invoice with \$100.00 deducted for each "call-back" thereafter.

Excessive "call-backs" as determined by the City may result in being declared in default of contract and the contract immediately canceled (see Page 29, Item 11).

17.4 Deduction for no-show:

One hundred dollars (\$100.00) will be deducted from each invoice for each location not serviced (failure to perform cleaning service) on any scheduled day.

17.5 Bidder shall state on the Bidders Questionnaire how he/she will handle staffing no shows.

18. QUESTIONS

Questions relative to the terms and conditions and bidding procedures may be addressed to Kyle Dunn, Buyer, at (269) 337 8720 or dunnk@kalamazoocity.org. Questions relative to the specifications may be addressed to Quentin Pike, Public Services 269-716-3796 or pikeq@kalamazoocity.org by 10:00 a.m. on January 22, 2024. This does not, however, relieve the requirements of Page 1, Item 3.

SECTION VI
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
 - 2) A single bid being received; or
 - 3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. **INVOICING**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. **PAYMENTS**

Unless otherwise specified by the City in this contract, the Contractor will be paid not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

7. **CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

9. **RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. **DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

DEFAULT (Cont)

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

12. TERMINATION OF CONTRACT

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a cell phone or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

15. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.

APPENDIX 1



DEFINITIONS

Janitorial Services at Various City Properties

Bid Reference #: 91039-040.0

APPENDIX 1 - DEFINITIONS

TERM DEFINITIONS

- Damp Wipe:** The use of a thoroughly clean damp cloth to remove scum, dust and other foreign matter from any surface that will not be damaged by moisture.
- Dust:** The use of a treated clean dust cloth to remove dust, fingerprints, water/coffee rings and other foreign matter from horizontal and vertical surface that cannot take moisture. All movable objects shall be moved and the surface dusted underneath and items replaced.
- Horizontal Surface Cleaning:** Any flat surface including, but not limited to: filing cabinets, credenzas, desk and table tops, window sills, counter tops, shelved, etc., shall be cleaned without removal of papers left by employees.
- High Dust:** High dust areas are defined as areas that can be reached by a 10-foot ladder or with 16- foot extension pole.
- Policing:** Policing shall consist of picking up small pieces of paper, paper clips, staples, confetti, shreds of paper, etc.

- Polish:** The use of an approved wood, glass, metal or tile polish and/or wax to remove streaking lines and dull, dingy appearance to bring a clear or high shining appearance without streaking or buffing marks.
- Rinse:** The use of a thoroughly clean mop and water to rinse tile floors, base boards, and/or floor/wall adjoinments to ensure that no streaking or spotting occurs.
- Sanitize:** The use of an approved solution to kill germs on drinking fountains, shower and locker room floors, benches, toilet seats, etc.
- Scrub:** The use of an approved cleaning solution to remove dirt, scum, rust stains, soap buildup, lime buildup, green corrosion, wax buildup and foreign matter by forceful contact between the surface to be cleaned and a cleaning utensil (brush, cloth, etc.) in a back and forth or up and down motion.
- Servicing:** To replace soap, to refill toilet paper and paper towel dispensers. Contractor shall give a one week notice when restocking is required.
- Spot Cleaned:** The use of an approved cleaning method and/or solution to remove the obvious dirt, grime, dust, stains and all other foreign material from any surface or materials.
- Sweep:** The use of a broom and/or dust mop to completely remove all dirt, dust, paper, etc. prior to wet mopping.
- Vacuum:** The use of an approved commercial type vacuum machine to thoroughly remove from the surface being cleaned all dust, dirt, paper, paper clips, staples and all other foreign material. All movable objects shall be moved and the floor vacuumed underneath and the items replaced.
- Vertical Surface Cleaning:** Any vertical surface including but not limited to: walls, doors, partitions, shower walls, side of furniture, file cabinets, etc.
- Wash:** The use of an approved cleaning solution to remove dirt, grime, and all other foreign material for all surfaces which will accept moisture **WITHOUT CAUSING ANY DAMAGE.**
- Wet Mop:** The use of a wet mop, detergent, disinfectant and water to thoroughly remove from all floors all marks, scum, germs and all other foreign material.

STANDARDS

Wiping Standards - The Contractor(s) will be responsible for wiping counter tops, kitchen sinks, waste receptacles, tables, benches, vinyl chairs, light switches, doors, door handles, door edges and any other items that need wiping.

Metal Cleaning Standards - The Contractor(s) will be responsible for insuring that all metal surfaces are without deposits or tarnish and must have a uniformly bright appearance. The cleaner used shall be removed from all adjacent surfaces.

Disposal Standards - The Contractor(s) will be responsible for all trash receptacles to include, wastepaper baskets, trash cans, boxes, and bursters. The above receptacles shall be checked, and emptied daily. The above receptacles shall be re-lined a minimum of semi-weekly or as needed.

PLEASE NOTE: Before re-lining, waste receptacles shall be rinsed or wiped, as necessary.

Exterior smoking urns / receptacles shall be checked, sifted, and cleared of all debris on a weekly basis.

Sweeping Standards - After completion of sweeping, floors shall show no dust or dirt, dirt streaks, scuff marks, paper clips, staples, paper, confetti, insects or any other foreign objects. This includes areas behind or under furniture, benches, work tables, doors, corners, or any other object that is not installed or securely fastened in place.

Baseboards, furniture, walls and equipment shall not be disfigured or smeared by tools and materials used in performance of the work.

Resilient and wood floors shall be swept with clean chemically treated mops.

Gum and similar substances shall be completely removed within 48 hours.

Sweeping compounds shall not be used on "waxed" floors.

Sweeping shall be required behind or under moveable furniture, i.e. chairs, waste paper baskets and floor fans.

Policing Standards - Policing shall consist of picking up small pieces of paper, paper clips, staples, confetti, shreds of paper, cups, cigarette butts, *etc*:

Mopping Standards - Floors, baseboards, kickplates, and floor/ chair mats, shall be clean and free from film, mop streaks and scuff marks, including hard to reach places. Gum, oil, food and similar substances shall be completely removed within 48 hours.

Water seepage under baseboards, bumping baseboards, corners of furniture, and splashing water on walls, baseboards or furniture shall not be permitted.

Scrubbing and Stripping Standards - Scrubbing and stripping shall be performed using professional floor cleaning equipment. A minimum amount of water containing a neutral detergent for washing, or a stripping solution for stripping, shall be used. Hard to reach places shall be done by hand with a scrubbing brush or pad. Do not use any solution, equipment or pads which will damage the floors.

Water seepage under baseboards, bumping baseboards, corners of furniture, carpet and under adjacent areas and the splashing of water, wax or similar liquid on walls, baseboards or furniture shall not be permitted.

Floor shall be rinsed so that all film is removed, including adjacent areas.

Finishing Standards - (After Stripping) - Before applying floor finish, floors need to be clear of all scuff marks, dirt, dust etc.

A minimum of two coats of floor finish shall be applied with a clean applicator. The first coat shall be thoroughly dry before applying second coat. The top coat when thoroughly dry, shall be buffed in accordance with manufacturer's instructions and buff to a hard luster finish.

No heavy accumulations of floor finish around walls, vending machines, under furniture, radiators, and doors leading to adjacent areas will be permitted. If accumulated, it shall be removed and the area refinished.

Any water, wax or finish splashed on furniture, office equipment, walls or baseboard shall be removed immediately.

Buffing Standards - All buffing shall be to a hard luster finish. Floors shall be maintained to a high luster finish at all times.

Toilet Room Cleaning Standards - Every toilet, urinal, shower, lavatory, mirrors, restroom partition, dispensers and sink, associated fixtures and floors shall be properly cleaned, wiped, mopped and disinfected each day.

Toilet bowl exteriors shall be washed, disinfected and wiped clean. All water scale shall be removed immediately. If there is a problem with the toilet, please note this discrepancy in the log and provide a written (email is acceptable) report to the Project Manager. Toilet bowl interiors and underside of rims shall be cleaned thoroughly with an acceptable toilet bowl cleaner. Toilet brush cleaning of interiors of toilets bowls shall include working the brush as far into the trap as it will reach. Toilets shall be flushed after cleaning to rinse. Toilet seats shall be cleaned with germicidal detergent.

Urinal exteriors and adjacent walls shall be washed, disinfected and wiped clean. All water scale shall be removed immediately. If there is a problem with the urinal, please note this discrepancy in the log. Urinal interiors and underside of rims shall be cleaned thoroughly with a toilet bowl cleanser. Urinals shall be rinsed after cleaning. Chrome-plated hardware shall be cleaned to a high luster finish.

Toilet Room Floors shall be washed with suitable disinfectant cleanser and ample solution to thoroughly clean the floor. All water scale shall be removed immediately. If there is a problem with any toilets, showers, fixtures or urinals please note the discrepancy in the log. This washing shall be done well enough to ensure that all dirt, scuffs, and mildew will be removed with special care given to all edges and corners. The floor shall be thoroughly rinsed and dried after each cleaning. The floor drain p-traps shall be kept sufficiently filled to prevent sewer gases from entering the facility.

Toilet Room Mirrors, Shelves, and miscellaneous fixtures shall be cleaned thoroughly, using non-abrasive cleaner.

Walls and toilet partitions shall be washed with a neutral cleaner. Grout joints shall also be kept clean. This shall be done to keep the walls and partitions free from streaks and soap film with a high luster finish. All graffiti shall be removed immediately.

Carpet Cleaning Standards - All carpeted areas shall be vacuumed as specified. Vacuum all carpet under desks, tables, chairs, wastepaper baskets, floor fans, corner edges and behind doors.

All caster furniture and light furniture shall be moved for vacuuming and replaced in its original position, taking care not to disturb work or projects.

Carpet Cleaning Standards (*continued*)

Gum, oil, food or any other substance shall be completely removed within 48 hours.

Spot Cleaning Carpets, all spots shall be removed daily. Contractor(s) shall use an approved carpet cleaner and spot remover. A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers. Carpet should be cleaned according to the included schedule.

ATTACHMENT A



WORKSHEET LOG

Janitorial Services at Various City Properties

Bid Reference #: 91039-040.0

Date: _____

CITY OF KALAMAZOO WORKSHEET LOG

CITY FACILITY:							
		Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
A.	DAILY DUTIES						
	Water/Drinking fountains and stainless steel sinks-clean and disinfect						
	Trash Containers-empty and change liners						
	Carpeted Floors- <i>remove</i> debris and vacuum						
	Non-carpeted Floors-dry mop and/or wet mop if needed						
	Main Entrance-wipe and clean window sills and glass						
	Restroom areas-clean and sanitize sinks, toilets and urinals						
	Clean mirrors, shelves and chrome						
	Sanitary napkin disposal container-clean, empty and change liners						
	Restroom floors-wet mop and disinfect floors						
	Fill paper products, i.e., toilet paper and paper towels						
	Fill soap dispensers as needed						

B.	WEEKLY DUTIES - SUPERVISOR (print)	SIGNATURE	DATE
	Classroom/conference area vacuumed weekly (may be more often during heavy use periods)		
	Dust low areas (seven feet and below) including removing cobwebs		
	Un-upholstered chairs to be damp cleaned		
	Vacuum all offices		
	Wipe, dust or vacuum chairs and benches		
	Clean floors in Bldg. 21, including bathroom		
	Clean and dust file cabinets and tables		
	Clean and dust upholstered chairs, sofas and office chairs		
	Stairs and stair landing-swept and wet mopped		
	Recycling containers-empty		

C.	MONTHLY DUTIES - SUPERVISOR (print)	SIGNATURE	DATE
	Damp clean exterior of trash containers (may be more often during heavy use periods)		
	All chrome and other metal furniture legs shall be damp wiped, washed if necessary and polished to avoid streaking		
	Dust and clean return air vents, supply vents, and exhaust fans		
	Dust high areas (above 7 feet) including removing cobwebs		
	Carpeted floors to be spot cleaned		
	Non-carpeted floor areas wet mopped		
	Clean restroom area floor traps		
	Disinfect walls and partitions in restrooms		
	Clean glass partition panels		
	Clean window blinds		

EMPLOYEE NAME: _____

Any Consumable Items Needed: (City will provide, restocking supply room when necessary)

(I.e., wastebasket liners, hand towels, toilet tissue, toilet seat covers, hand soaps, deodorant blocks for toilets and urinals, air fresheners, and sanitary napkins)

Discrepancies from Routine Work:

Property or Equipment not Serviceable or not in Operating Condition:

Note any Damage, Vandalism, Broken Windows, Graffiti (Please note location and Description)

Problems / Complaints / Resolutions (Please give summary of incident below)

ATTACHMENT B



PUBLIC SAFETY BUILDINGS BACKGROUND CHECK FORMS

Janitorial Services at Various City Properties

Bid Reference #: 91039-040.0

**BACKGROUND AUTHORIZATION REQUEST FOR CONTRACTORS,
VENDORS and NON-Criminal Justice Employees who have access to Criminal
Justice Information Systems and/or facilities**

Individuals who have direct or indirect access to the Criminal Justice Information Systems (LEIN/NCIC) shall submit to a background check prior to having unescorted access. This background check will include a state and federal fingerprint check. The Kalamazoo Department of Public Safety will determine, based upon state and federal guidelines, whether access will be granted.

By signing this authorization, the applicant grants permission to the Kalamazoo Department of Public Safety and any other public or private entity to conduct a background check for the express purpose of determining whether the applicant is eligible to access Criminal Justice Information Systems. The background search will include, but is not limited to, arrests, criminal charges, criminal convictions and information regarding criminal justice contacts.

I affirm that I have read and fully understand the above paragraphs and I consent to the aforementioned background check.

Signature _____

Date. _____

Requested by		Date	
Candidate for		Position	
Agency KDPS	<input type="checkbox"/> Temporary Employee	<input type="checkbox"/> Permanent Employee	<input type="checkbox"/> Contractor
Name of Candidate – Last	First	Middle	
Address		Apartment Number	
City		State	Zip Code
Social Security Number		Date of Birth	
Driver License Number		Sex <input type="checkbox"/> Male	<input type="checkbox"/> Female
Race <input type="checkbox"/> White	<input type="checkbox"/> Black (African)	<input type="checkbox"/> American Indian/Alaskan Native	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Other	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

CONFIDENTIALITY AGREEMENT

I, _____ acknowledge that the nature of my duties while employed by Kalamazoo Public Safety or while working as a vendor or contractor at Kalamazoo Public Safety may afford me access to sensitive and/or confidential information and that by signing this agreement; I hereby agree to abide by the conditions of this agreement.

Criminal justice information and/or criminal justice information systems and their supporting networks are classified resources. As prescribed by law, access to criminal justice information and/or criminal justice information systems includes but is not limited to: network systems; routers and switches, applications and the data obtained from these resources are restricted to official business. Access requires authorization and a need to know. Authority to access this information can only be granted by the Chief of Police or his designee.

I have been briefed and fully understand that during the course of my duties I may become privy to criminal justice information and acknowledge that I am bound to protect this information at all times to include my separation from employment or service at Kalamazoo Public Safety.

Furthermore, I agree to protect the integrity of the information I may have become privy to from any criminal justice information resource and/or criminal justice information system in addition to the networks that support these networks and understand that by unlawfully accessing, acquiring or disclosing any information about this sensitive information, I will become subject to criminal prosecution in addition to any other penalties that are prescribed by law.

Signature **Date**

Witness Signature **Date**

Notary

State of Michigan County of Kalamazoo

Before me personally appeared the said _____
Who says they executed the above instrument of their own free will and accord and with full knowledge of the purpose therefore.

Sworn and subscribed in my presence the ____ day of _____ 20____.

My commission expires _____

Notary Public

CITY OF KALAMAZOO
KALAMAZOO PUBLIC SAFETY
150 E Crosstown Parkway, Suite A
Kalamazoo, MI 49007

Personal Inquiry Waiver and Authority of Release of Information

Applicants Name: _____

Date/Place of Birth: _____

Social Security Number: _____ - _____ - _____

Applicant Authorization Consent for Release of Information
Please Read Carefully

We welcome your application with the City of Kalamazoo, Kalamazoo Public Safety. We require, as a condition of employment, that all applicants consent to and authorize a pre-employment verification of the background investigation submitted on their application, assessment questionnaire, and personal background questionnaire.

This release and authorization acknowledges that the City of Kalamazoo, Kalamazoo Public Safety may now or at any time while you are employed, conduct a verification on your education, personal references, motor vehicle records and to receive any criminal history records information pertaining to you which may be in files of any Federal, State or local criminal justice agency in Michigan or any OTHER state and/or other information as deemed necessary to fulfill the job requirements. The results of this verification process will be used to determine employment eligibility under Kalamazoo Public Safety employment policies. All results will be proprietary and will be kept confidential.

I, the undersigned applicant, do hereby release and consent and I authorize the background verification. I authorize all individuals, schools, current and former employers, financial or credit institutions and any other organizations and agencies to provide Kalamazoo Public Safety with all information requested and I hereby release all persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that a copy of this document is as valid as the original.

I do hereby agree to forever release and discharge the City of Kalamazoo, Kalamazoo Public Safety and their associates to the full extent permitted by law from any claims, damages, losses and expenses or another charge or complaint filed with any agency arising from retrieving and reporting of information and acknowledge notice of right to receive a copy upon written request.

Applicant's Signature

Must Be Notarized Before Returning

State of _____

County of _____

Before me personally appeared the said _____ who says he/she executed the above instrument of his/her own free will and accord and with full knowledge of the purpose therefore.

Sworn and subscribed in my presence the ____ day of _____, 20____.

My commission expires _____

Notary Public

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**FEDERAL BUREAU OF INVESTIGATION
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4.00 Security Violations

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Acceptable Access/Use of CJIS System/System Data Policy

1.0 Overview

The intention for publishing an acceptable access and use of CJIS systems/system data policy is not to impose restrictions that are contrary to Kalamazoo Public Safety's established culture of openness, trust, and integrity. Kalamazoo Public Safety is committed to protecting its employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly, Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, world-wide web browsing, File Transfer Protocol, and National Crime Information Center access are the property of the Federal Bureau of Investigation, Michigan State Police and Kalamazoo Public Safety. These systems are to be used for business purposes in serving the interests of the agency in the course of normal operations. Effective security is a team effort involving the participation and support of every Kalamazoo Public Safety employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user and/or system's technician to know these guidelines and to conduct their activities accordingly.

2.0 Purpose

The purpose of this policy is to outline the acceptable access and use of CJIS system/systems and/or computer equipment at Kalamazoo Public Safety to risk including virus attacks, compromises of the network systems and services, and legal issues.

3.0 Scope

This policy applies to employees, contractors, consultants, temporary staff, and other workers at Kalamazoo Public Safety, including all personnel affiliated with NCIC and third parties. This policy applies to all equipment that is owned, leased or accessed by Kalamazoo Public Safety.

4.0 General Use and Ownership

1. While Kalamazoo Public Safety's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of the Kalamazoo Public Safety. Because of the need to protect Kalamazoo Public Safety's network, management cannot guarantee the confidentiality of information stored on any network device belonging to or use by Kalamazoo Public Safety.
2. Employees are responsible for exercising good judgement regarding the reasonableness of personal use. Individual departments are responsible for eating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absences of such policies, employees should consult their supervisor or management.
3. Kalamazoo Public Safety recommends that any information that a use considers sensitive or vulnerable to (etc. residual NCIC information on a computer terminal that has access to the internet and CJIS information) be encrypted. For guidance on information classification, refer to the CJIS Information Classification Policy.

4. For security and network maintenance purposes, authorized individuals within Kalamazoo Public Safety may monitor equipment, system, and network traffic at any time, per Kalamazoo Public Safety Audit Policy.

5. Kalamazoo Public Safety reserves the right to audit the network and systems on a periodic basis to ensure compliance with this policy.

4.1 Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or non-confidential, as defined by agency confidentiality guidelines. Examples of confidential information include, but are not limited to: NCIC information, state criminal history information, agency personnel data, etc. Employees should take all necessary steps to prevent unauthorized access to this information.

2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. Please review the Service Division Password Policy for guidance.

3. All personal computers, laptops, and workstations should be secured with password-protected screen savers with an automatic activation feature, set at ten minutes or less, or by logging off (control-alt-delete) when the computer is unattended.

4. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with "Laptop Security Policy".

5. All devices used by all employees/contractors that are connected to the Kalamazoo Public Safety Internet/Intranet/Extranet, whether owned by the Employee or Kalamazoo Public Safety, shall be continually executing approved virus-scanning software with a current database.

6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

4.2 Unacceptable Use

Under no circumstances is an employee of the City of Kalamazoo, Kalamazoo Public Safety or contractor to either the City of Kalamazoo or Kalamazoo Public Safety authorized to engage in any activity that is illegal under local, state, federal, or international law utilizing Kalamazoo Public Safety owned resources.

4.3 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Access to the Public Safety network and/or CJIS systems require authorization from the LASO (Captain of the Service Division). Unauthorized access, copying, or dissemination of classified or sensitive information (e.g., NCIC information, state criminal information, etc.).
2. Installation of any copyrighted software for which Kalamazoo Public Safety or end user does not have an active license or LASO authorization is strictly prohibited.
3. Installation of any software without preapproval and virus scan is strictly prohibited.

4. Introduction of malicious programs into the network or sever (e.g., viruses, worms, Trojan horses, logic bombs, etc.).
5. Revealing your account password to other or allowing use of your account by others.
6. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or login into a server that the employee is not expressly authorized to access, unless these duties are within the scope of a regular duties. For the purpose of this policy, “disruption” includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
7. Port scanning or security scanning is expressly prohibited unless prior notification and authorization has been granted by the LASO.
8. Executing any form of network monitoring which will intercept data not intended for the employee’s host, unless this activity is part of the employee’s normal job/duty.
9. Circumventing user authentication or security of any host, network, or account/
10. Interfering with or denying service to any user other than the employee’s host.
11. Using any program/script/command or sending messages of any kind, with the intent to interfere with or disable a user’s terminal session, via any means, locally or via the Internet/Intranet/Extranet.
12. Providing information about NCIC or a list of Kalamazoo Public Safety employees to parties outside of Kalamazoo Public Safety.

5.0 Enforcement

Violations of this policy include, but are not limited to: accessing data to which the individual has no legitimate right; enabling unauthorized individuals to access data; disclosing data in a way that violates applicable policy, procedures, or relevant regulations or law; inappropriately modifying or destroying data; inadequately protecting restricted dates. Any violation of this policy may result in network removal, access revocation, corrective or disciplinary action, civil or criminal prosecution, and termination of employment.

I have read, acknowledge, and will abide by the information obtained in this document. Furthermore, I agree to protect the integrity of the information I may have become privy to from any criminal justice e information resource and/or criminal justice information system in addition to the networks that support these networks and understand that by unlawfully accessing, acquiring or disclosing any information about this sensitive information, I will become subject to criminal prosecution in addition to any other penalties that are prescribed by law.

User (Print Name): _____

Date:

User Signature: _____

Date:

LASO/Security Officer: _____

Date:

Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations

I, _____, have read the following, or have had it read and explained to me, and understand and agree that:

My duties require me to work or be present in areas where Criminal Justice Information (CJI (may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the administration of criminal justice.

The term “administration of criminal justice” is defined in the CJIS Security Policy as:

“Administration of criminal justice” means the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history records information; and criminal justice employment. In addition, administration of criminal justice includes “crime prevention programs” to the extent access to criminal history records information is limited to law enforcement agencies for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or “safe house” programs) and results of such checks will not be disseminated outside the law enforcement agency.

My work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my work-related duties, I may see or learn of (as by hearing mention of) CJI.

Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or the others for purposes or in a manner that could be punished under the criminal laws of the state or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties, and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJI, or of a situation that may cause or contribute to the misuse of CJI, I will promptly report same to Capt. Christopher Franks, Service Division.

I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJI, and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJI.

Signature of Individual

Date

Company Employing the Individual

I hereby confirm that the above signed individual has read the above document (or had it read to him or her), and has been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

Signature of Criminal Justice Agency Representative

Date

KDPS

Criminal Justice Agency

MI 3949900

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