REQUEST FOR PROPOSAL

BID 17-100

Prime Vendor Contract
For
Custodial Supplies

ISSUE DATE
July 13, 2017
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ATTACHMENT A: CUSTODIAL SUPPLY BID SHEET
Michigan Technological University  
Request for Proposal  
Prime Vendor Contract for Custodial Supplies.

Michigan Technological University (Michigan Tech) invites qualified suppliers to submit a proposal for Custodial Supplies in accordance with the terms, conditions, and specifications of this Request for Proposal.

Section 1: GENERAL INFORMATION

1.1. Purpose: Michigan Technological University is seeking proposals for a Prime Vendor Contract to provide Custodial Supplies.

This Request for Proposal (RFP) states instructions for submitting proposals, the procedure and criteria by which a Vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected Vendor.

1.2. Definition of Parties: Michigan Technological University will hereinafter be referred to as the “University.” Respondents to the RFP shall be referred to as “Bidders.” The Bidder to whom the contract is awarded shall be referred to as the “Vendor.”

1.3. Scope: The University is seeking a qualified Vendor to provide Custodial Supplies. The University consists of one (1) main campus site, with multiple locations requiring deliveries.

1.4. Value: The University estimates that it will expend approximately $350K annually for custodial supplies and related products. This estimated amount is provided only as a guideline for bidders while preparing the RFP. The statement is not a guarantee of the value of goods/services that will result from this proposal.

1.5. Evaluation Criteria: Proposals will be evaluated based on the most competitive offer considering quality of products and services offered, cost, and responsiveness to the RFP requirements. Evaluation criteria will consist of, but is not limited to, the following:

- Total cost
- Proven ability to perform services as required
- Necessary resources to provide point of use delivery to all campus locations
- History of reliable, prompt, and thorough services
- Demonstrated ability to perform on-site work safely and efficiently for clients similar to the University
- Demonstrated organized and efficient billing processes

1.6. Requirements for Return of Proposal Responses. Bidder must submit the following:

- One (1) signed printed original
- Two (2) copies
- One (1) electronic copy (Bid Sheet in Excel/General Bid Information in Word or PDF) included with sealed bid. Use flash drive or similar storage device.

Proposals must be received by the time, date, and at the office indicated below. Each Bidder is solely responsible for the timely delivery of its proposal. Failure to meet the proposed due date
and time shall be grounds for rejection. Receipt of the Proposal by the University mail system does not constitute receipt of a proposal by Michigan Technological University’s Facilities Management Purchasing Department.

- Vendors will be required to provide an electronic copy of their bid in Excel and Word/PDF formats included with the formal sealed bid.

- A Bidder’s proposal is due no later than the time and date specified in “Schedule of Events” Section 2 and must be SEALED and returned to:

  Michigan Technological University  
  Attn: Drew Randell  
  1400 Townsend Drive  
  100 Facilities Building  
  Houghton, MI 49931  
  Ph.: 906-487-1785

- The bid must be received in a sealed envelope with the following information clearly marked in the lower left hand corner:
  - Bid Number 17-100
  - Bid Due Date and Time
  - Bid Title/Description
  - Company Name

A Bidder may withdraw a proposal prior to the closing time. After the due date, submitted proposals constitute an offer by the Bidder and shall remain irrevocable for a period of 90 days.

**Faxed, emailed or late responses will not be accepted.**

A legally authorized representative of the Bidder must sign the proposal.

1.7. Questions and Clarification. Any questions regarding this request must be directed, in the form of an email to:

  Drew Randell, Facilities Purchasing Manager  
  Michigan Technological University  
  E-mail: derandel@mtu.edu

All questions must be submitted by the date referenced in “Schedule of Events” Section 2. Questions submitted after this deadline do not require a response by the University.

Responses to inquires/questions, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The University will not be bound by oral responses to inquires or written responses other than addenda.
Section 2: SCHEDULE OF EVENTS

The timeline relative to this RFP is provided below.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal issued</td>
<td>7/13/2017</td>
</tr>
<tr>
<td>Walk-through (Optional) – RSVP by 7/21/17 at 2:00 PM EST</td>
<td>7/25/2017 9:00 AM EST</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>8/2/2017</td>
</tr>
<tr>
<td>Response to questions by the University (via Addendum)</td>
<td>By 8/10/2017</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>8/18/2017 2:00 PM EST.</td>
</tr>
<tr>
<td>Selection and Award (Approximate)</td>
<td>8/31/2017</td>
</tr>
<tr>
<td>Commence Service</td>
<td>10/2/2017</td>
</tr>
</tbody>
</table>

Section 3: RFP TERMS AND CONDITIONS

3.1. The University reserves the right to reject any or all proposals received as a result of this RFP or enter into an agreement with the contractor that it feels is in the best interest of the University. The University also reserves the right to request clarification and/or further information (on the proposal) from one or more respondents after closing without becoming obligated to offer the same opportunity to all respondents.

3.2. The University reserves the right to negotiate with any Bidder considered qualified or to make an award without further discussions.

3.3. The University reserves the right to waive any irregularity in any proposal received.

3.4. The University reserves the right to select the most responsive Bidder(s) without further discussion, negotiation, or prior notice.

3.5. All proposals shall be submitted as best and final offers. Bidders should not anticipate that they would be able to modify proposals after the bid opening has occurred. Therefore, each Bidder shall include in their written proposal all requirements, terms and conditions they may wish to include in a contract issued as a result of this bid. Proposals must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable Michigan Tech to determine a bidder’s overall qualifications.

3.6. The University reserves the right to award in part, in whole, or not at all.

3.7. Bidders who offer prices on all items may be given preference; however, the University reserves the right to delete specific line items in order to provide a basis for an evaluation of the prices quoted by all Bidders.
3.8. Any costs incurred by bidders to respond to this RFP, including but not limited to, costs to present their proposal at Michigan Tech and/or negotiate a final agreement are the sole responsibility of the Bidder.

3.9. Any discussions with University personnel, other than as listed above, regarding this RFP while the RFP is in progress (from the time Bidder receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Bidder’s proposal.

3.10. The University is the sole owner of all data and information contained within the Request for Proposal document and accompanying attachments. Bidder shall use this information exclusively to prepare a proposal. Bidder should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.

3.11. All proposals submitted become the property of the University; they will not be returned and may be subject to disclosure under the STATE OF MICHIGAN FREEDOM OF INFORMATION ACT (“FOIA”) or other legal process. As such, proposal may be released to third parties, without prior notice to Bidder, as required to comply with legal requirements. Bidders must identify “Proprietary” information at time of submittal, however the University cannot guarantee protection if FOIA is invoked.

Section 4: CONTRACT TERMS AND CONDITIONS

Any contract award based on this RFP will be subject to the following Terms and Conditions:

4.1. Contract Terms and Conditions: The terms and conditions below will govern the submission and evaluation of offers and the award of a contract. Bidders are requested to carefully review these terms and conditions.

(a) Contract Status: The response to this RFP will be considered as an offer to contract. Final negotiations on the highest ranked offer will be conducted to resolve any minor differences and finalize financial commitments. After final negotiations, a contract will be executed in accordance with applicable terms and conditions.

(b) Contract Format: The resulting contract will incorporate this RFP, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.

(c) Contract Termination for Cause: Michigan Tech may terminate any resulting contract for cause by providing a letter to the successful bidder citing the instances of non-compliance and non-performance on the contract.

(d) Cancellation: The contract may be canceled at any time, for any cause, by either party with a 90 day written notification.

(e) Contract Modification: All changes to the contract must be agreed upon in writing by both parties prior to executing any changes.

(f) Contract Assignment or Sub-Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without prior written approval of Michigan Tech.
(g) **Contract Length:** The contract term shall be for a period of three (3) years commencing upon award of the contract. The contract may be renewed for two (2) additional one (1) year periods if mutually agreed upon by both parties.

(h) **Contract Extension:** Prior to the expiration of the contract, negotiations will take place regarding renewal of the contract for the second term. If a mutual agreement cannot be reached, the contract will expire at the end of the initial agreement term. The university may cancel this contract immediately if services or products delivered are not acceptable.

4.2. **Indemnification Requirements:** The requirements listed below are mandatory for protecting the interests of Michigan Tech.

(a) **Hold Harmless:** Seller shall indemnify and hold harmless, and at Buyer’s option, shall defend Buyer and its employees and agents from any claims, losses or damages arising out of or alleged to arise out of any breach by Seller of any agreement of Seller contained herein, except to the extent that the goods supplied hereunder are manufactured to design, supplied by Buyer. Seller also agrees to indemnify and at Buyer’s options defend Buyer, its agents and employees, and students, from any claims, losses or damages based on any actual or alleged unfair competition or infringement of any patent, trademark or copyright relating to the goods.

(b) **Liens:** The successful bidder shall keep Michigan Tech free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the successful bidder.

4.3. **Insurance:** The successful Bidder will, at its expense, procure and maintain during the term of this contract, the following insurance. If any work contemplated under this contract is performed by a subcontractor of the successful Bidder, the subcontractor will likewise be required to procure and maintain this insurance.

(a) **Worker’s Compensation Insurance** for all employees engaged in work under this contract with policy limits not less than the following.

   1) Workers Compensation – Statutory required by State
   2) Employer’s Liability - $500,000 each accident

(b) **General Liability Insurance** on an occurrence basis with Michigan Technological University included as additional insured with limits not less than the following:

   1) $1,000,000 each occurrence
   2) $2,000,000 general aggregate

(c) **Automobile Liability Insurance** covering all owned, non-owned and hired automobiles used in performing services under this contract with limits not less than $1,000,000 each occurrence and State required Personal Injury Protection Benefits.

(d) **Certificates of Insurance** showing evidence of the insurance required herein shall be provided to the following before any work is begun under this contract. The certificate should reference the Custodial Supply contract and indicate that 30-day’s
notice will be provided to the certificate holder prior to the effective date of any change or cancellation of coverage.

Michigan Technological University  
Purchasing Department  
1400 Townsend Drive  
3rd Floor Lakeshore Center  
Houghton, Michigan 49931

4.4. Health & Safety

(a) **Hazardous Materials:** The successful bidder shall at all times retain title and/or ownership as well as responsibility for hazardous materials delivered by the Bidder’s error. The successful bidder, after notification by Michigan Tech, must retrieve hazardous materials that are delivered in error within one (1) regularly scheduled delivery day. The successful bidder must indemnify and hold harmless Michigan Technological University, its Board of Trustees, employees, agents, faculty, staff, and students from any claims, including claims of negligence, damages or liabilities, and including any fines or civil penalties that arise or result from improper delivery of hazardous materials.

(b) **Safety Data Sheets:** The successful bidder will be responsible for ensuring that Safety Data Sheets (SDS) are received by the designated Facilities Management contact at each unit location (electronic format is preferred). In addition, SDS’s for hazardous chemicals as defined in 29 CFR 1910.1200 must be contained within or attached to the packaging or sent to the corresponding contact associated with each purchase order.

(c) **Product Recalls:** The University must receive notification within twenty four (24) hours of any product recall. Notifications must be called and/or emailed into the ordering unit as well as designated University employee. In the event of a food borne illness the Contractor will be expected to cooperate with any and all inspectors to find the source of the contamination.

4.5. Standard Terms and Conditions

(a) **Federal, State and Local Taxes, Licenses and Permits:** The successful bidder will comply with all applicable laws and regulations. Additionally, the Bidder will be responsible for all costs, fines, and fees resulting from a hazardous material spill in the performance of this contract.

**Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of Michigan Tech’s rights under any resulting contract.

(b) **Contract Provisions by Reference:** It is mutually agreed by and between Michigan Tech and the successful bidder that Michigan Tech’s acceptance of the successful bidder’s offer by the issuance of a contract shall create a contract between the parties thereto containing all specifications, terms and conditions in the RFP and any amendments or modifications made prior to signing the contract. Any exceptions taken by the successful bidder, which are not included in their proposal, will not be
part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by the Bidder, the terms and conditions of the resulting contract will govern.

(c) **Sales and Use Tax Exemption:** Michigan Tech certifies that it is tax exempt as an educational institution of the State of Michigan.

(d) **Observing Laws and Regulations:** The successful bidder shall keep itself fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting the rights of its employees, and shall protect and indemnify Michigan Tech, its officers, and agents against any claims of liability arising from or based on any violation thereof.

(e) **Non-Collusion Clause:** The bidder, by submitting and signing this RFP declares that neither the bidder nor agents of the bidder’s business have entered into any collusion or agreement concerning this proposal. The bidder further declares that no persons, firms or corporations, have or will receive directly, any rebate, fee, gift, commission, etc., or that any employee or office of Michigan Tech has any undisclosed interest in the award of this contract.

(f) **Choice of Law:** The resulting contract shall be construed under the laws of the State of Michigan.

(g) **Actions of the Successful Bidder:** The action of the successful bidder with third parties is not binding upon Michigan Tech.

**Section 5: BID REQUIREMENTS**

5.1. Bidders are **required** to fill out the attached **BID SHEET** for quoting purposes. An Excel file can be requested via an email directed to the contact in Section 1.7. In addition to a hard copy(s) of the bid, Vendors will be required to submit an electronic copy per the directions in Section 1.6.

5.2. The quantities listed on the **BID SHEET** are approximate annual volumes and are subject to change throughout the life of the contract.

5.3. Bidders are **required** to fill out all applicable information in **Section B** of the **BID SHEET**. This includes the “Dilution Ratio” when applicable. Pricing must be in terms of the stated Unit of Measure (UOM) for each line item. Bidders may quote the current product being used or a similar, but equivalent product. It is encouraged for vendors to quote “green” products whenever possible. Green items should be clearly identified in the Green Seal Cert column of the Bid Sheet. Product information for equivalent item(s) should be included with the proposal.

5.4. Prices will be fixed for the first year. All prices quoted are to be F.O.B destinations. Proposed escalation factors for year 2 & 3 of the contract should be clearly stated in the Bidders proposal.

5.5. Michigan Tech will issue Blanket Orders for goods by department and/or account. All custodial supplies will be ordered on these Blanket Orders. The Vendor must reference the appropriate Blanket Order on each shipment. The purchase order must be visible and clearly marked on the outside of the package. Supplies may also be ordered with a Michigan Tech Purchase Order.
5.6. Vendor will be required to deliver product to individual accounts/buildings around campus. Vendor will meet with each department to create mutually agreed upon delivery schedules and delivery locations. Custodial supplies are delivered to the University once per week to approximately 30 locations around campus depending on weekly orders. Out of the approximate 30 delivery locations, average weekly deliveries are at 25-30 locations. In addition, there may be emergency deliveries to campus during the week.

5.7. In the case of inclement weather preventing a delivery on the normal delivery schedule, the vendor will be responsible to deliver goods within 24 hours of the weather clearing.

5.8. The Vendor will be required to track all usage and product information once the contract is in place. In addition, the Vendor will provide Michigan Tech with monthly reports that should include (but are not limited to):

(a) pricing reports
(b) inventory and usage reports
(c) part descriptions and specifications by building

5.9. Initially, the Vendor will meet with the necessary personnel as advised by the Director of Custodial Services to ensure a successful implementation plan. The meetings will:

(a) determine soap, towel and paper dispensers (and schedule the replacement of these dispensers if necessary)
(b) create a list of "stocked" items
(c) determine the "delivery" location for each user/department
(d) set up the account numbers
(e) introduce the account manager to the necessary end-users if applicable
(f) communicate any proposed changes in delivery service or inventory levels that must be approved by the University prior to implementation

5.10. During the contract period, the Vendor will be expected to provide product support and information to both the Director of Custodial Services and the individual users if necessary. Said support, will include but is not limited to: product updates, cost savings opportunities, and assurance that the appropriate product is being used in the correct location to meet university standards.

5.11. Paper, towel and soap along with the dispensers have been included in the BID SHEET. We are asking all Bidders to quote on their proposed product(s). For those areas where the proposed product does not fit the current dispensers, the vendor will be responsible to provide Michigan Tech with all dispensers (toilet paper, roll towel and hand soap). This includes removal of current dispensers, patch/paint wall as required, and installation of new dispensers. The proposal should include dispenser dimensions and specifications. If there is a cost associated with this, quote both the dispenser cost and the labor cost.

The following is the approximate number of dispensers and dilution centers currently used on campus:

- Roll towel dispensers - quantity 500
- T/P dispensers - quantity 2,000
- Foam soap dispensers-battery - quantity 1,000
- Dilution Centers - quantity 300
5.12. As part of the Evaluation Criteria listed in Section 1.5, the Bidder should provide signed letters of reference that demonstrate the ability to perform on-site work safely and efficiently for clients similar to the University.

Section 6: GUIDELINES FOR BIDDER’S PROPOSALS

The following information must be included in the bidder’s proposal:

6.1. Completed Bid Sheet, per requirements stated in Section 5.

6.2. If there is a cost associated with replacing product dispensers as referenced in Section 5.10, provide pricing in the Bid Sheet and a timeline to complete installation.

6.3. Provide cost structure and details of any contract Michigan Tech would be eligible to purchase against. Such contracts include, but are not limited to, State of Michigan MiDeal, E&I, HPSI.

6.4. Provide a detailed cost structure for those items purchased outside of the attached list or other applicable contracts. The said items will be sold to Michigan Tech at _____percentage over suppliers cost. Cost verification may be requested and audited by Michigan Tech at any time.

6.5. Include any proposed escalation factors for year 2 & 3 of the contract.

6.6. Describe in detail, other “Value-Added Services” available to the University. Bidder may offer additional products or services. The University shall determine which value-added service options will be most beneficial and may further negotiate these options as needed.

6.7. Include any RFP exceptions. All exceptions must be clearly identified and written explanations shall include the scope of the exceptions.
SIGNATURE PAGE

By virtue of submittal of a proposal, Bidder acknowledges:

- That all of the requirements of this RFP have been read and understood.
- That compliance with the Specifications/Qualifications and any applicable Supplemental Terms and Conditions will be the responsibility of the Bidder unless otherwise noted in the submittal.
- That Bidder is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal/State department or agency.
- Any responses, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.
- The individual signing below has authority to enter into this on behalf of Bidder.

CORPORATE NAME ____________________________________________________

AUTHORIZED SIGNATURE:   _____________________________________________

PRINT NAME: __________________________________________________________

TITLE: _________________________________________________________________

DATE: _________________________________________________________________

ADDRESS: ______________________________________________________________

CITY: ________________________STATE:  __________________________

ZIP CODE: ________________ PHONE #: ________________

TOLL FREE #: ________________ FAX #: __________________

EMAIL ADDRESS: ______________________________________________________

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number or Federal Identification Number)

T.I.N. Number________________________

NOTE: If the address to submit purchase orders, remit payment or send additional request for proposals is different from the above address, please indicate those addresses on a separate sheet and include with your response.