

FOR JANITORIAL SERVICES September 2, 2011

GreenPath, Inc.
Attention: Janitorial RFP Committee 38505 Country Club Drive Suite 210
Farmington Hills, MI 48331
Janitorial@greenpath.com
Fax (248) 848-4050

I. <u>GENERAL INFORMATION</u>

A. BACKGROUND

GreenPath, Inc. d/b/a GreenPath Debt Solutions, a Michigan not-for-profit corporation is seeking a Contractor experienced in providing janitorial services for its newly constructed Headquarters location in Farmington Hills, Michigan. The building is comprised of four (4) floors consisting of approximately 125,000 square feet of office and other space. All qualified and interested Contractors are invited to compete for the project by submitting Proposals in accordance with the instructions contained in this Request for Proposal ("RFP").

B. PROPERTY LOCATION

The property is located at 36500 Corporate Drive, Farmington Hills, MI 48331, and includes the 10.5 acres of surrounding land (the "Facility")

C. SCOPE

Services as outlined in this RFP, including the attached Janitorial Tasks and Frequency Schedule are required. Services may also be required on an on-call basis after special events, as a result of unforeseen circumstances, or as otherwise deemed to be necessary and appropriate by GreenPath. GreenPath will provide a small storage space for equipment and supplies on each floor. All equipment and supplies shall be stored in accordance with applicable state and federal laws, rules and regulations. A floor plan of the newly constructed building is attached as Attachment A. The Contractor who is awarded the project will provide all labor, cleaning supplies and equipment necessary to perform the Services as stated in this RFP. Because the Facility is expected to only be partially complete by the tentative commencement date of September 26, 2011, limited janitorial services (2 floors rather than 4) will be required for the first 30-60 days of the Contract. The final Contract shall provide for a reduced fee commensurate with the work to be performed during such period.

D. EVALUATION CRITERIA

Proposals will be evaluated on criteria, including but not limited to, that listed below:

- Ability to meet specifications;
- Pricing;
- Responsiveness to Proposal terms and conditions;
- References; and
- Experience in providing the services specified in this document.

E. INQUIRIES

It is the responsibility of the Bidder to inquire about any requirements of this RFP that are unclear. Any changes to the requirements will be provided to all parties that have received a copy of the RFP. Inquiries regarding the RFP should be delivered by mail to GreenPath, Inc., Attention: Janitorial RFP Inquiries, 38505 Country Club Drive, Suite 210, Farmington Hills, MI 48331 or via email to janitorial@greenpath.com. All inquiries must be in writing and received by close of business on Monday, September 12, 2011, either by mail or fax. Inquiries received after such date may not be answered. No in-person inquiries are permitted.

F. AWARD OF PROJECT

GreenPath will award the project to the most responsive and responsible Bidder as determined by, amongst other things, evaluation of the criteria defined above. GreenPath reserves the right to reject any or all proposals in whole or in part and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of GreenPath. GreenPath reserves the right to consider proposals for modifications at any time before a contract has been awarded, and negotiations will be undertaken with the Bidder whose Proposal is deemed to best meet GreenPath's needs and the specifications of this RFP. GreenPath may cancel this RFP or reject any or all proposals in whole or in part. The tentative commencement date for the Contract is September 26, 2011, with limited janitorial services (2 floors rather than 4) required for the first 30-60 days of the Contract. Janitorial supplies to be delivered, stocked and installed on or before September 23, 2011.

G. Costs of Preparation of Proposal

The Bidder shall bear all costs associated with preparing a response to this RFP.

H. BIDDER'S ACKNOWLEDGMENT

By submitting a Proposal, the Bidder acknowledges that the specifications and required contract terms are understood and are adequate, the Bidder accepts the terms and conditions contained in this RFP, and if awarded the project the Bidder will be able to commence work on September 26, 2011 and deliver supplies not later than September 23, 2011. Any exceptions should be clearly noted in the Proposal.

I. PROPOSAL SUBMISSION

Proposals may be submitted in person, by mail or by fax. Proposals submitted in person or by mail should be signed and delivered in a sealed envelope to GreenPath, Inc., Attention: Janitorial RFP Committee, 38505 Country Club Drive, Suite 201, Farmington Hills, MI 48331. One signed original and three (3) copies are required for in person or mailed Proposals. Proposals submitted by fax should be sent to (248) 848-4050, Attention: Janitorial RFP Committee. One signed copy is required for

faxed Proposals. All Proposals whether submitted in person, by mail or by fax shall be submitted to GreenPath in a timely fashion so as to ensure that GreenPath's Janitorial RFP Committee receives such Proposals by the close of business (5:00 p.m. EST) on Wednesday, September 14, 2011, to be accepted for consideration. Proposals submitted after such date and time will not be considered. Bidders are strongly encouraged to submit Proposals in advance of the due date to avoid the possibility of missing the deadline as a result of unforeseen circumstances. A postmark on or before the due date will not substitute for receipt of the Proposal. Bidders submitting proposal via fax are responsible for confirming receipt of such proposals by the Janitorial RFP Committee by the due date and time. Additional time will not be granted to any single Bidder.

J. PROPOSAL SPECIFICATIONS

The Proposal shall include ALL of the following information. Failure to include ALL of the following required information will result in disqualification of the Bidder.

- i. <u>Qualification</u>: The Bidder's qualifications, including years in business, staff profile, and experience to provide the janitorial services required by GreenPath.
- ii. <u>Entity Type</u>: The Bidder shall identify the business entity as an individual, assumed name, partnership (naming the partners), corporation (naming the principals and board of directors as applicable).
- iii. <u>Employees</u>: The Bidder shall identify the number of full-time and part-time employees currently employed by the business.
- iv. <u>Current References</u>: The Bidder shall provide a list of not less than 3 organizations where the Bidder is currently providing janitorial services. The list should include the names, telephone numbers and contact personnel at each such organization.
- v. <u>Past References</u>: The Bidder shall provide a list of not less than 2 organizations where the Bidder is no longer providing janitorial services. The list should include the names, telephone numbers and contact personnel at each such organization.
- vi. <u>Experience</u>: The Bidder should provide information regarding the square footage and type of facilities presently being serviced and the number of years services have been provided at each such facility. Information for no more than 10 facilities shall be provided.
- vii. <u>Acknowledgment</u>: The Bidder should acknowledge that it will adhere to all of the Standard Contract Provisions stated below.

II. STANDARD PROVISIONS FOR CONTRACT

If a Contract is awarded, the selected Contractor will be required to adhere to a set of standard contract provisions which will become part of any formal agreement. Those provisions are as follows:

A. TERM

The Contract term will commence on September 26, 2011 and terminate on September 25, 2012.

B. SUBCONTRACTORS

The Contractor will provide the required janitorial services and will not subcontract or assign the janitorial services without GreenPath's prior written approval.

C. INDEMNIFICATION

The Contractor will protect, defend, and indemnify GreenPath, its officers, agents, servants, volunteers, employees, directors, successors and assigns from and against any and all liabilities, claims, liens, fines, demands, costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees and for loss or damage to any property, including property owned or in the care, custody or control of GreenPath in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with the Contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

D. INSURANCE

The Contractor will maintain at its own expense during the term of the Contract the following insurance, proof of which shall be provided to GreenPath:

- i. Worker's Compensation and Employer's Liability: Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 for each accident for any employee.
- ii. <u>Liability Insurance</u>: Comprehensive/Commercial General Liability Insurance with a single limit of \$1,000,000 per occurrence or more for bodily injury and property damage.

iii. <u>Automobile Insurance</u>: Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance law, including residual liability insurance with a minimum combined single limit \$1,000,000 per occurrence or more for bodily injury and property damage.

GreenPath shall be named as an additional insured on the Commercial General Liability Insurance.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Contactor will comply with all federal, state and local laws and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. Upon request, Contractor will provide GreenPath with copies of any and all records required to be maintained in accordance with federal, state and local laws and regulations.

F. SMOKING POLICY

GreenPath maintains a 100% smoke free environment at the Facility. This applies to all Contractors and workers within the Facility (including the surrounding land). The Contractor shall be responsible for the implementation and enforcement of this requirement with its employees, agents and sub-contractors, as applicable.

G. CONTINGENT FEES

The Contactor represents that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure the contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Contract. For breach of this provision, GreenPath may cancel the Contract without liability, or at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor if it finds otherwise.

H. CRIMINAL BACKGROUND CHECK AND DRUG SCREENING

The Contractor will be responsible for payment of all security screenings as required by GreenPath. Any employee of the Contractor who will do work at the Facility will be subject to an approved criminal background check and drug screening before entering the Facility.

I. SUCCESSORS AND ASSIGNS

The Contract will be binding on GreenPath and the Contractor, their successors and permitted assigns. Contractor shall not have the right to assign or transfer its interest in the Contract without the express written consent of GreenPath, which may be unreasonably withheld.

J. TERMINATION OF CONTRACT

If the Contractor defaults in its agreement to provide personnel or equipment to GreenPath's satisfaction, or in any way fails to provide janitorial services in accordance with the terms of the Contract, GreenPath shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, GreenPath may, at its option, immediately cancel the Contract upon written notice to the Contractor. Except for such cancellation by GreenPath for cause as stated above, either party may terminate the Contract by giving sixty (60) days prior written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

K. CHANGES IN THE SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the parties will be incorporated into the Contract by written amendments signed by both parties.

L. CHOICE OF LAW

The Contract is to be interpreted in accordance with the laws of the State of Michigan. The parties agree that the proper forum for litigation arising out of the Contract is in Oakland County, Michigan.

M. INDEPENDENT CONTRACTOR

Whether the Contractor is a corporation, partnership, or other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is self-employed. The Contractor is not to be deemed an employee of or agent of GreenPath and has no authority to make any binding commitments or obligations on behalf of GreenPath except as expressly provided in the Contract.

N. ENTIRE CONTRACT

The Contract shall represent the entire agreement between the parties and shall supersede all prior representations, negotiations or agreements whether written or oral.

III. INFORMATION ABOUT THE PROJECT

A. Hours of Work

The specified janitorial services are to be provided five (5) evenings per week, Monday through Friday, starting at 6:00 p.m. GreenPath reserves the right to modify and/or change the starting time and increase the number of work days as necessary. The work schedule is to be approved by the Building Facility Administrator. The Contractor's Proposal is to include a schedule of the total number of employees and labor hours to be worked on a daily and yearly basis at the Facility.

B. SCOPE OF WORK

- i. The Work: The work to be performed includes furnishing labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided.
- ii. <u>Tasks and Frequency</u>: The Janitorial Task and Frequency Schedule indicates the minimum acceptable cleaning frequencies.
- iii. Appearance and Proficiency of Personnel: The Contractor will employ only personnel who are trained and proficient in performing janitorial services, using modern equipment, methods, and techniques. All janitorial personnel shall present a neat, clean and well groomed appearance and be of good moral character. All janitorial personnel are required to: (i) wear distinctive and/or identifiable uniforms; (ii) wear clearly readable identification cards; and (iii) pass a security background check and drug screening. GreenPath reserves the right to require the replacement of any of the janitorial personnel whose deeds or conduct is believed to be detrimental to GreenPath or its employees.
- iv. <u>Use of Equipment and Furnishing</u>: The Contractor's janitorial personnel shall not utilize any telephones, office equipment or furnishings in the Facility.
- v. <u>List of Personnel</u>: The Contactor shall provide the Building Facility Administrator, and keep current, a list of all janitorial personnel, by name, title and address, which are under the employ of Contractor and assigned work under the Contract.
- vi. <u>Facility Security</u>: Upon completion and during the sequence of their duties, janitorial personnel are required to turn off all lights in unoccupied areas unless otherwise directed. It is also the responsibility of the janitorial personnel to check for open or unlocked doors and windows and to close and secure them, as directed by the Building Facility Administrator.

- vii. <u>Repairs</u>: Any conditions in the Facility that may require repair shall be reported to the Building Facility Administrator in writing. Examples include dripping faucets, damaged floors or walls, burned out lights etc.
- viii. <u>Safety</u>: The Contractor is responsible for instructing and training its janitorial personnel in appropriate safety measures. Janitorial personnel will be responsible for maintaining a safe work environment while completing their tasks.
- ix. Right to Know Law: The Contractor shall comply with the Michigan Right to Know Law which requires all employees within the State comply with federal Hazard Communications Standards and certain guidelines. These Standards specify that employers develop a written hazard communications program which is to be made available for workers, their designated representatives, OSHA and NIOSH, Michigan Department of Public Health and MIOSHA representatives.

C. SUPERVISION AND CONTRACT ADMINISTRATION

- i. <u>Weekly Checklist</u>: A checklist will be completed by the Contractor, or his designated supervisor, ensuring that all required tasks are completed on a daily basis. This checklist shall be turned in to the Building Facility Administrator weekly.
- ii. <u>Monthly Review</u>: A monthly review of the Contractor performance will be conducted between the Building Facility Administrator and the Contractor. Any deficiencies in performance will be delivered to the Contractor in writing.
- iii. <u>Notice of Deficiencies:</u> Failure to provide supervision, adequate to ensure conformance with the specifications will be considered deficient performance. Failure to correct a notice of deficient performance will constitute cause for termination of the Contractor and the Contract.

D. SUPPLIES

- i. <u>Cleaning Products</u>: For the treatment of various types of flooring, carpeting, furniture etc, only such material approved by the Building Facility Administrator shall be used. Whenever possible the Contractor should attempt to use environmentally friendly products. The Contractor will provide all cleaning products to complete the Contract and will not be separately reimbursed for such products by GreenPath.
- ii. <u>Paper Products and Dispensers</u>: The Contractor will provide hand soap for dispensers, soap dispensers, toilet paper dispensers, paper products such as paper towel, toilet paper, trash can liners, trash bags, and toilet seat covers. GreenPath will reimburse Contractor for all such products pursuant to the

Contractor's invoice. Separate pricing for each should be provided in the Proposal.

E. EQUIPMENT

All power hand equipment will be furnished by the Contractor. The Contractor shall be responsible for keeping all equipment and tools in good repair. Any damage caused to the building or furnishings shall be the responsibility of the Contractor. GreenPath will repair such damage and back charge the Contractor for the cost. Any equipment found defective shall be removed from the Facility by the Contractor. Contractor is solely responsible for equipment and tools stored at the Facility.

F. TASK FREQUENCY SCHEDULE

The attached Janitorial and Task Frequency Schedule provides the **minimum** expectation of cleaning frequency. Failure to complete the tasks in the frequency listed will be determined to be a deficiency in performance which may lead to termination of the Contract.

G. MISCELLANEOUS SERVICES

All additional services outside the scope of services will be performed based on written instructions by the Building Facility Administrator.

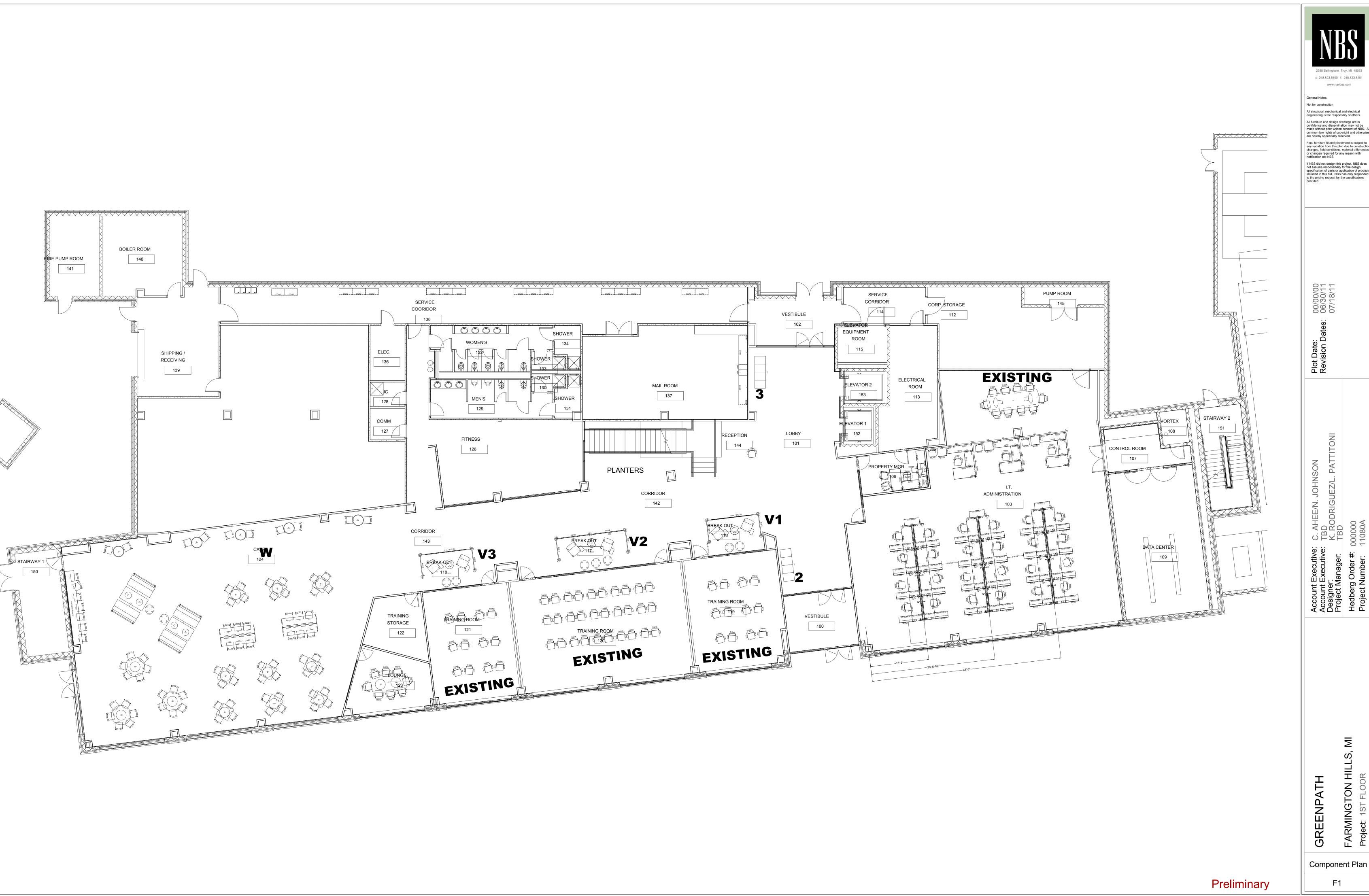
H. PAYMENTS

Payments will be made upon submittal of an invoice to the Building Facility Administrator on a net 30 basis.

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ATTACHMENT A FLOOR PLANS

SEE ATTACHED



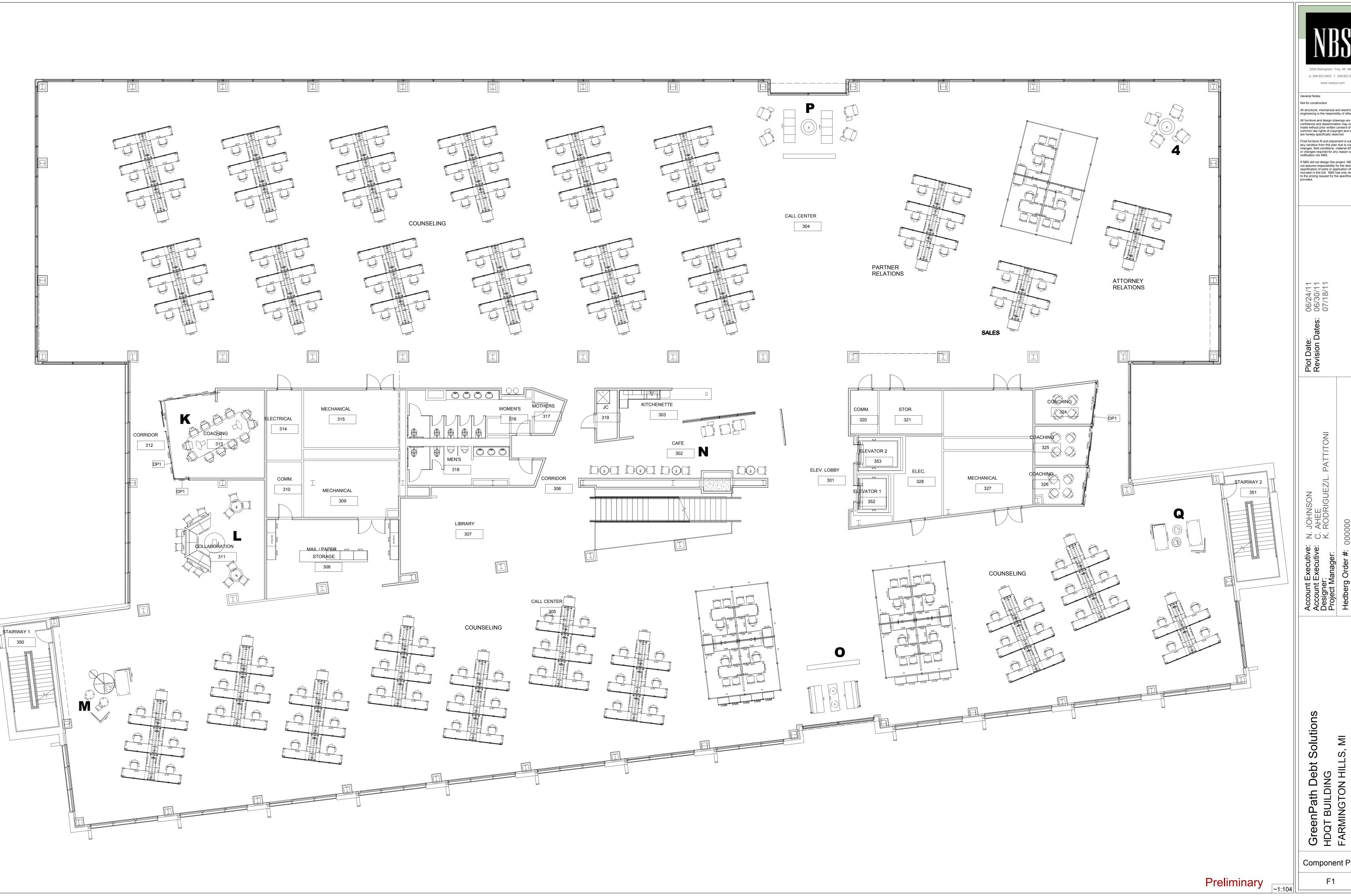
2595 Bellingham Troy, MI 48083 p: 248.823.5400 f: 248.823.5401

any variation from this plan due to construction changes, field conditions, material differences or changes required for any reason with notification oto NBS.

confidence and dissemination may not be made without prior written consent of NBS. All common law rights of copyright and otherwise are hereby specifically reserved. If NBS did not design this project, NBS does not assume responsibility for the design, specification of parts or application of products included in this bid. NBS has only responded to the pricing request for the specifications provided.

FARMINGTON HILLS, MI Project: 1ST FLOOR





2595 Bellingham Troy, MI 48083 p: 248.823.5400 f: 248.823.5401 www.navbus.com

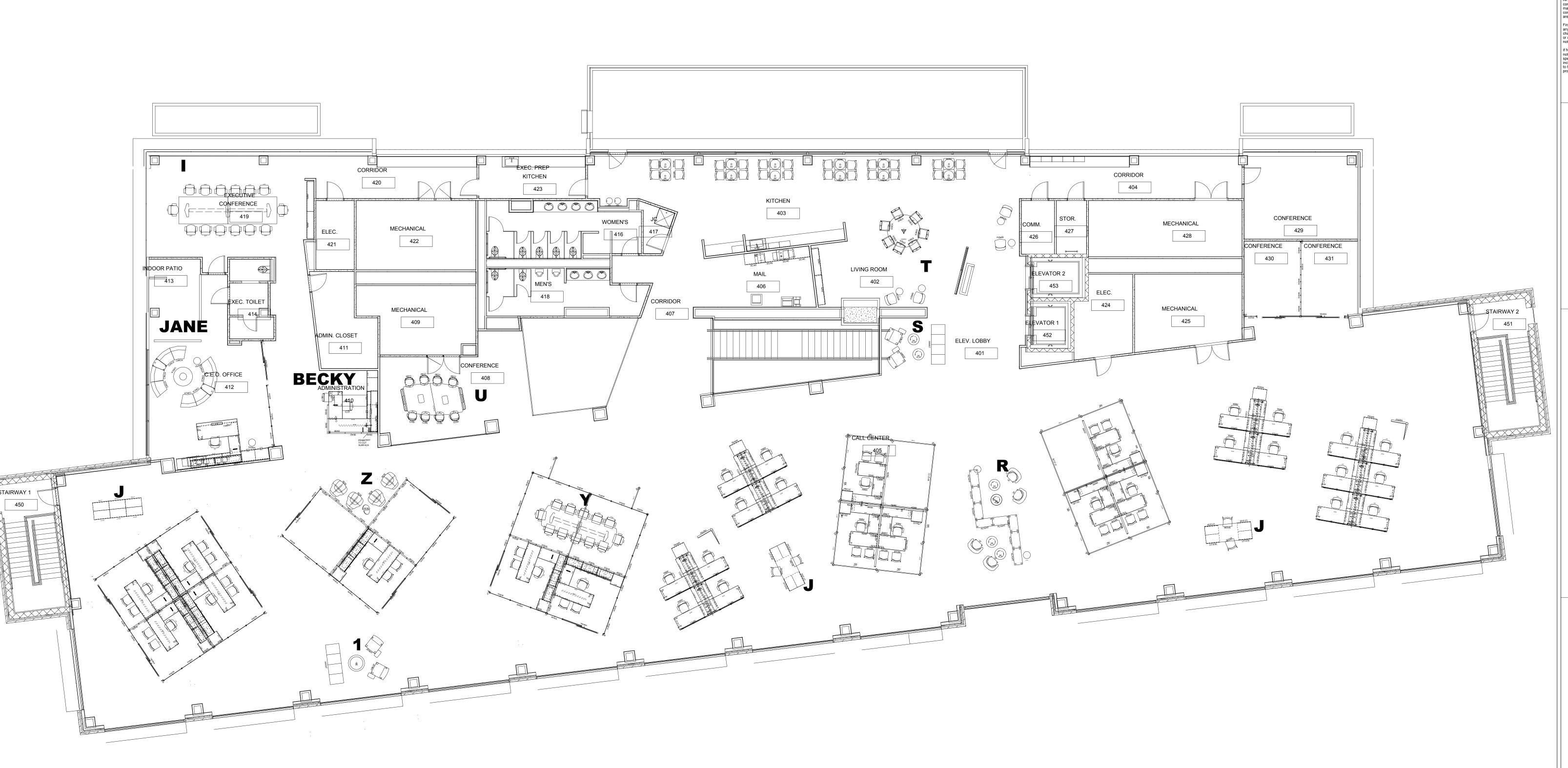
All structural, mechanical and electrical engineering is the responsility of others.

All furniture and design drawings are in confidence and dissemination may not be made without prior written consent of NBS. All common law rights of copyright and otherwise are hereby specifically reserved.

Final furniture fit and placement is subject to any variation from this plan due to construction changes, field conditions, material differences or changes required for any reason with notification oto NBS.

If NBS did not design this project, NBS does not assume responsibility for the design, specification of parts or application of products included in this bid. NBS has only responded to the pricing request for the specifications provided.

Component Plan



2595 Bellingham Troy, MI 48083 p: 248.823.5400 f: 248.823.5401 www.navbus.com

General Notes:

Not for construction All structural, mechanical and electrical engineering is the responsility of others. All furniture and design drawings are in

confidence and dissemination may not be made without prior written consent of NBS. All common law rights of copyright and otherwise are hereby specifically reserved. Final furniture fit and placement is subject to any variation from this plan due to construction changes, field conditions, material differences or changes required for any reason with notification oto NBS.

If NBS did not design this project, NBS does not assume responsibility for the design, specification of parts or application of products included in this bid. NBS has only responded to the pricing request for the specifications provided.

GREENPATH
HDQT BUILDING
FARMINGTON HILLS, MI
Project: 4TH FLOOR

Component Plan

F1

ATTACHMENT B

JANITORIAL TASK & FREQUENCY SCHEDULE

Exterior

Nightly

- -Exterior entrances to be secured throughout the night
- -Remove garbage and debris from sidewalks and entrance ways, covered parking, gravel area in covered parking, patio and terrace tables, seats, benches and flooring
- -Empty all trash receptacles

Weekly

-Remove garbage debris from entire parking lot

Lobby, Patio & Terrace

Nightly

- -Completely clean glass doors and glass vestibule walls...inside and out
- -Wipe top of reception desk
- -Public phones and/or equipment wiped/sanitized

Glass Doors & Walls (other than lobby, patio & terrace)

Nightly

-Spot clean...both sides

Weekly

-Completely clean...both sides

Stairwells & Multistory areas

Nightly

-Wipe/sanitize handrails, guardrails and door handles at all floors...inside and out

Weekly

- -Keep cobweb free
- -Dust emergency lighting
- -Damp wipe fire extinguishers, pipes and hose cabinets

Restrooms and Drinking Fountains

Nightly

- -All surfaces of toilets/urinals, sinks and counters and drinking fountains cleaned, sanitized and wiped dry
- -Main door and stall door handles wipe/sanitize
- -All dispensers and hand dryers wiped clean
- -Mirrors cleaned
- -Faucets and exposed bright work (exposed piping) cleaned and polished
- -Spot clean walls and partitions
- -Stock all supplies

Weekly

-Wipe/sanitize partitions

- -Scrub and sanitize showers (1st floor & executive office)
- -Shower faucets, heads and exposed bright work (exposed piping) cleaned and polished

Elevators

Nightly

- All doors, hand rails, control panels and call buttons wiped/sanitized and polished...this will include items on all floors

Weekly

-Dust ceiling vents and light fixtures

Trash Removal and Recycling

Nightly

- -Wastebaskets emptied and cleaned
- -Replace plastic liners when soiled, torn or at staff discretion
- -Waste removed from building and placed in dumpster
- -Dumpster area kept clean and free of debris on the exterior
- -Recycling baskets dumped into shredding bins

Dusting

Nightly

- -Conference tables
- -Mailroom (floors 2, 3 and 4) and library counters
- -Accessory tables, credenzas, etc throughout
- -All hard surface ledges

Weekly

- -Workstations...cleared desktops and upper shelving
- -Tops of wall partitions
- -Filing cabinets
- -Phones and monitors
- -Chair arms, legs and supports
- -Desk and table legs
- -Window sills and partitions...every level
- -Signage throughout including restrooms

Monthly

- -Door hinges
- -Hanging pictures and framed items
- -Light fixtures

Kitchens on floors 2, 3 & 4 (including Executive Kitchen)

Nightly

- -Empty and rinse coffee pots
- -Sinks and counters clean, sanitize and wipe dry
- Faucets and exposed bright work (exposed piping) cleaned and polished
- -Clean microwaves inside and out
- -Damp wipe tables

- -Remove debris from chairs
- -Spot clean cabinets
- -All dishes found in kitchen areas to be returned to first floor Café

<u>Café</u>

Nightly

- -Damp wipe tables
- -Remove debris from chairs

Flooring

Nightly

- -Wall to wall vacuum, sweep and/or damp mop per surface type traffic areas. Check for debris, marks, gum, etc and spot clean as necessary
- -Spot vacuum, sweep and/or damp mop per surface type non traffic areas. Check for debris, marks, gum, etc and spot clean as necessary

Weekly

-Wall to wall vacuum, sweep and/or damp mop per surface type non-traffic areas

Fitness Center

Nightly

-Wipe/sanitize seats and handles on equipment

Weekly

-Completely dust equipment including all parts

<u>Miscellaneous</u>

Nightly

- -Spot clean hard surface furniture (including chair and table legs), cabinets and walls as needed
- -Remove debris from collaborative seating areas. Notify Building Facility Administrator immediately of any stains and do not clean. Building Facility Administrator will be responsible for the cleaning of fabric furniture pieces.
- -Neatly arrange furniture pieces for intended use
- -Check for burnt out lights and replace as needed... Building Facility Administrator will supply bulbs
- -Keep custodial rooms neat and clean

Weekly

-Wipe and remove marks from switch plate covers

Upon Request of the Building Facility Administrator

-Schedule to arrive early to gain access to Communication, Electrical, Mechanical, Boiler, Pump Rooms, first floor Mailroom and Data Center to vacuum, sweep and damp mop per surface, to remove cobwebs and to wipe/sanitize door handles to these rooms...inside and out

ATTACHMENT C

BID SHEET

Task Types	Price Per Month
All Daily Tasks	\$
All Weekly Tasks	\$
All Monthly Tasks	\$
All Semi-Annual Tasks	\$
Total Aggregate Price Per Year	\$
Total number of employees and labor hours to be worked on a da the Facility:	
Pricing breakdown for supplies and dispensers:	
Please list any services that would involve extra charges/fees. E services provided by the Contractor but not specifically requested maintenance, parking lot sweeping, snow removal, lawn care, he Hourly Fees for day porter services should be provided if available.	herein such as HVAC
Service	Fee
Day Porter Services (at a minimum, an hourly fee for this category should be provided)	sd) \$
	\$
	\$
	\$
	\$
	•

SIGNATURE PAGE

This Proposal must be signed by a person authorized to bind the company. Proof of such authorization may be required. By signing and submitting this Proposal you acknowledge that the specifications and required contract terms are understood and are adequate, you accept the terms and conditions contained in this RFP, and if awarded the Project, you will be able to commence work on September 26, 2011, and that any exceptions are clearly noted in the Proposal.

Company Name:
Company Address:
Authorized Signature:
Name:
Title:
Contact Name:
Telephone Number:
Fax Number:
Email:
Federal Tax ID: