**CITY OF SILVER BAY**

**CUSTODIAL SERVICES PROPOSAL**



7 DAVIS DRIVE

SILVER BAY, MN 55614

(218) 226-4408

**Proposals are due May 13, 2021 by 4:00pm. Please return proposal to City of Silver Bay, Attention: City Administrator, 7 Davis Drive, Silver Bay, MN 55614**

**FOR DEPARTMENT USE ONLY**

**DATE RECEIVED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RECEIVED BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CUSTODIAL SERVICES PROPOSALS**

The City is seeking proposals for Custodial Services for the following City owned buildings:

1. Library

A sample contract has been included in this packet. The sample contract may be amended at time of contract signing and as agreed upon by both parties.

Services to be provided for each building is included in this packet.

**PROPOSAL PACKET MUST INCLUDE THE FOLLOWING:**

1. Completed and signed Proposal Form (included in this packet)
2. Copy of Insurance listing the City as an Additional Insured. Insurance must also include workman’s compensation insurance if required.
3. Five references
4. Summary of experience relating to custodial services

**Proposals are due May 13, 2021 by 4:00pm. Please return proposal to City Hall, Attention City Administrator, 7 Davis Drive, Silver Bay, MN 55614**

The City of Silver Bay reserves the right to reject any and all proposals, and to waive any irregularities in such proposal and to award in the best interest of the City. Proposals will be considered on a per building basis; however, one contractor may receive all buildings.

Contractor must have working knowledge of general cleaning and maintenance compounds, tools & equipment. Must have physical strength to lift and carry at least 40 pounds. Must be trustworthy and dependable. Must be able to work quickly and efficiently with little or no supervision. Must be careful around technical equipment.

While performing the duties of this job, the contractor is frequently required to use hands to handle, feel, or operate objects along with heavier cleaning equipment, reach with hands and arms, walk, talk, and hear. The Contractor should be able be able to climb or balance, stoop, kneel, crouch, or crawl. While performing the duties of this job, the contractor spends most their time on their feet.

**PROPOSAL FORM**

**Complete all buildings you are interested in.**

**LIBRARY**

Monthly Charge $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hours Per Week \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charge for exterior window cleaning $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/occurrence

Other Charges (please explain) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OTHER COMMENTS/CLARIFICATIONS TO YOUR PROPOSAL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CONTRACT FOR CUSTODIAL SERVICES**

**CITY OF SILVER BAY**

**DRAFT SAMPLE – SUBJECT TO CHANGE**

THIS AGREEMENT is made and entered into by and between the City of Silver Bay, State of Minnesota, hereinafter called the “City of Silver Bay” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Minnesota, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "Contractor."

WHEREAS, the "City of Silver Bay" wishes to purchase the services of "Contractor" to provide Custodial Services to the Silver Bay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the "City of Silver Bay" and the "Contractor" agrees as follows:

1) Term and Cost of the Agreement

The "Contractor" agrees to furnish Custodial Services on behalf of the “City” during the period commencing April \_\_\_\_\_, 2021, and terminating December 31, 2021, for a total cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month;

2) Services to be Provided

For Custodial Services at the Silver Bay \_\_\_\_\_\_\_\_\_\_\_ as set forth in the attached Description of Custodial Services to be Performed.

3) Payment for Services

Payment for services shall be made directly to the "Contractor" upon the presentation of a claim in the manner provided by law for payment of claims against the "City of Silver Bay."

Materials and Supplies. It is the responsibility for the Contractor to purchase normal materials and supplies to be reimbursed by the City. However, the Contractor shall not purchase materials or supplies, incurring an obligation by the City without prior approval of the City Administrator.

4) Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of employer-employee, co-partners, or joint ventures. No tenure or any rights of benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this agreement. The contractor is responsible for filing own tax withholdings and does not hold the City responsible for filing of any withholdings.

5) Indemnification and Insurance

The "Contractor" agrees it will defend, indemnify and hold harmless the "City of Silver Bay", its officers and employees against any and all liability, loss, costs, damages and expenses which the "City of Silver Bay", its officers or employees may hereafter sustain, incur, or be required to pay arising out of the "Contractor's" performance or failure to adequately perform its obligations pursuant to this contract.

In the event the "Contractor" employs other persons to perform the duties provided herein, the "Contractor" shall provide its own Workers' Compensation insurance.

6) Data Practices

All data collected, created, received, maintained or disseminated for any purposes by the activities of "Contractor" because of this contract is governed by the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) Records--Availability and Retention

Pursuant to Minn. Stat. 16B.06, subd. 4, the "Contractor" agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the "Contractor" and involve transactions relating to this Agreement.

"Contractor" agrees to maintain these records for a period of three years from the date of termination of this Agreement.

In the performance of its duties, the "Contractor" may be exposed to or have contact with private, confidential or other non-public information. The contractor agrees that he will not transmit, communicate, or disseminate in any manner such information.

8) Merger and Modification

1. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
2. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) Default and Cancellation

1. If the "Contractor" fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the "Contractor's" default is excused, the "City of Silver Bay" may, upon written notice, immediately cancel this Agreement in its entirety.

1. This Agreement may be canceled with or without cause by either party upon thirty days' written notice.

10) Subcontracting and Assignment

"Contractor" shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the "City of Silver Bay" andappropriate department head and subject to such conditions and provisions as the "City of Silver Bay" deems necessary. The "Contractor" shall be responsible for the performance of all subcontractors.

11) Nondiscrimination

During the performance of this Agreement, the "Contractor" agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_.

CITY OF SILVER BAY by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Administrator

CONTRACTOR by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner

**CUSTODIAL SERVICES FOR LIBRARY**

**5 DAYS PER WEEK**

Daily:

* Dust and/or wash all furnishings, cabinets, sink, countertops, desks, book carousels, monitors, window ledges, file cabinets, etc.
* Entrance – sweep and wet mop brick, clean/dry foyer mat
* Trash - Empty all containers, dispose of trash and recyclables properly
* Floor – Mop brick and Vacuum carpet (furniture should be moved for vacuuming,)
* Bathrooms – disinfect stools, clean mirrors, sinks, fixtures and wet mop floors

As Needed:

* General building repairs – as needed
* Lights – replace bulbs as needed, wash inside and out yearly
* Bathrooms – spot clean walls, replace toilet paper, soap, paper towels, mop nightly. Scrub ADA restroom floor by hand monthly.
* Entrance windows and doors – wash regularly
* Carpet – Spot clean when soiled
* Custodian Closet – keep organized, clean, and keep an inventory of supplies
* Basement – sweep stairs, landings and basement floor, replace lights, store accumulated trash and recyclables in a safe manner
* Sidewalks – shovel if snow filled, de-ice if necessary

Seasonally:

* Main Windows – clean inside and out as often as necessary
* Lights – wash inside and out yearly
* Flags – shake dust free twice a year
* Ceiling Fans – dust blades twice a year, rotate circulation cycle in spring and fall
* Vents and drapes – clean yearly
* Grounds –pick up litter, change outdoor garbage can bags, etc.

Special events:

* Special events (help with setup of chairs and cleanup, if needed).