

**Lac du Flambeau Band
of
Lake Superior Chippewa Indians
and
Lac du Flambeau Natural Resources
Department**



**REQUEST FOR PROPOSALS
for
JANITORIAL CLEANING SERVICES**

RFP NO. 20-NR-045

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ADDENDA:

OFFER AND ACCEPTANCE FORMS

1. PURPOSE

This Request for Proposals (RFP) is issued by the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 476. The purpose of this RFP is to solicit bid proposals from qualified vendors for the provision of high quality janitorial cleaning services at the Lac du Flambeau Natural Resource building (hereinafter referred to as the "Natural Resource building"), for the Lac du Flambeau Natural Resource Department, a Tribal entity of the Lac du Flambeau Band of Lake Superior Chippewa Indians. Unless proscribed by the context, any reference in this RFP to "Natural Resource Department" shall include the Lac du Flambeau Band of Lake Superior Chippewa Indians (hereinafter referred to as the "Tribe").

It is anticipated that this RFP will result in a single contract being awarded to a properly insured Contractor with proven experience and competence in providing janitorial cleaning services and demonstrated ability to meet the specific requirements set forth in this RFP. The successful bidder (Contractor) will enter into a Janitorial Cleaning Services Contract with the Tribe for an initial term commencing November, 2020 and ending September 30, 2021, with the possibility of renewal for up to two (2) consecutive one (1) year terms. The Janitorial Cleaning Services Contract shall be a 100% performance contract, requiring cleaning services to be performed within the Lac du Flambeau Natural Resource building, to the satisfaction of the LDF Natural Resource Department and in compliance with the specifications, scope of work and conditions set forth in this RFP and the Janitorial Cleaning Services Contract entered into by and between the parties. The Contractor will be expected and required to adhere to every term of this RFP and the Janitorial Cleaning Services Contract and perform the required functions with expertise, knowledge and capability with minimal monitoring by the LDF Natural Resource Department.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of work, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, the Tribe. The terms "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. FACILITIES

The Natural Resource building houses the Natural Resource Department, an entity of the Lac du Flambeau Band of Lake Superior Chippewa. Located at 1095 Old Abe Road in Lac du Flambeau, Wisconsin, the Natural Resource building includes office/conference/training/work space for Natural Resource Department staff and community members. The 7,200 square foot facility is comprised of common areas, reception areas, kitchen/break room, mechanical room, file storage, wet lab, maintenance room, classroom, offices, hallways, shower and restrooms, and miscellaneous space.

3. RFP ADMINISTRATIVE PROCEDURES

3.1 RFP CONTACT/CONTRACT ADMINISTRATOR. The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the contract entered into by and between the successful bidder (Contractor) and the Tribe. The Tribe's Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Contractor). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Contractor), vendors may contact only the RFP Contact. The RFP Contact/Contract Administrator will respond only to questions submitted in writing to the RFP Contact/Contract Administrator in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

Tribe's RFP Contact/Contract Administrator:

LARRY WAWRONOWICZ, DIRECTOR
LDF Tribal Natural Resource Department
P.O. Box 67
1095 Old Abe Road
Lac du Flambeau, WI 54538
Email: lwawronowicz@ldftribe.com

3.2 RFP TIMETABLE. The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	On or before October 20, 2020
Proposals/Bids Due	4:00 P.M., (Local Time), November 16, 2020
Notice of Award Issued	TBA
Begin Contract Performance	November, 2020 - TBA

3.3 DUTY TO EXAMINE RFP. It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

3.4 DUTY TO EXAMINE PREMISES. It is the responsibility of each bidder to examine the Natural Resource building for the purpose of proposal preparation, to the extent bidder deems necessary. A site visit is recommended.

3.5 INQUIRIES REGARDING RFP. All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the physical address or email address noted above. Verbal inquiries will not be accepted. The Natural Resource Department's written responses to questions and comments will not identify the submitter and will be sent within three (3) calendar days of the date proposals are due to all known vendors/prospective bidders.

3.6 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore and between the parties, related to the subject matter of this RFP.

3.7 AMENDMENT OF RFP. The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, as determined by the Tribe, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.

3.8 SUBMISSION OF PROPOSAL. *Every proposal submitted must include an original and three (3) copies.* Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin 54538.** **The Tribal Secretary must receive proposals and the requisite copies no later than 4:00 P.M. (local time), Monday, November 16, 2020.** *Any proposal received after this deadline will not be accepted.* Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR NATURAL RESOURCE BUILDING JANITORIAL CLEANING SERVICES." Please also include company/individual name

on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. **Proposals sent via email or fax will NOT be accepted.**

- 3.9 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Janitorial Cleaning Services Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of the Tribe.
- 3.10 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the vendor. The Tribe is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- 3.11 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Tuesday, November 17, 2020, at 9:00 o'clock A.M. (local time), or as soon thereafter as practicable.
- 3.12 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 3.13 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.
- 3.14 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.
- 3.15 BIDDER'S REPRESENTATIONS.**
- 3.15.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 3.15.2** By submitting a bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 3.15.3** By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor.
- 3.15.4** By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 3.16 NATIVE AMERICAN PREFERENCE REQUIREMENTS.** The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C.

1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). A Tribal ID must be presented with the bid to demonstrate Native American Preference.

3.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

3.17.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

3.17.2 The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

3.18 AWARD AND NOTIFICATION.

3.18.1 If the Tribe selects, it shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant by the Tribe. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid, but will be awarded to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Natural Resource Department. the Tribe reserves the right to either award a contract without further negotiations with the successful bidder or to negotiate contract terms with the selected bidder if in the best interests of the Tribe. The Tribe may select a vendor on the basis of qualifications, with or without further discussions, interviews or visits. Therefore, each proposal should contain the respondent's best terms from a technical, operations and monetary standpoint.

3.18.2 This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Tribe and any person or entity. If the Tribe selects a vendor to provide the services described in this solicitation, any legal rights and obligations between the successful vendor, if any, and the Tribe will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator and the Department Director.**

3.18.3 Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

- 3.18.4** The successful bidder/Contractor may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Contractor shall be completed not more than ten (10) days from date of award notification.

4. CONTENT AND FORMAT OF PROPOSAL

- 4.1 PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 4.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. A proposal submission must include an original and three (3) copies of the proposal, including all attachments.
- 4.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
- 4.3.1** Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.
- 4.3.2** Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct onsite supervision if bidder is awarded a contract, as well as the person who will be responsible for working with the Tribe's Contract Administrator to address and resolve contract and performance issues.
- 4.3.3** Describe and demonstrate in writing bidder's plan for compliance with the Tribal Drug Free Workplace Policy, including bidder's specific plan for ensuring that no owner, officer, employee, agent, assignee, or subcontractor of bidder is in possession of alcohol, commercial tobacco products, controlled substances, or prescription drugs not prescribed for said individual, or is under the influence of alcohol or any controlled substance, while on the Natural Resource building premises, including parking lots.
- 4.3.4** List three (3) entities, either commercial or governmental, to which bidder has provided cleaning services or similar services in the past 36 months. For each entity, include the name, address and telephone number of the point of contact, the length of service, a description of the services provided, and, if services are no longer being provided, an explanation for termination of services.
- 4.3.5** State whether, during the preceding three-year period, bidder has terminated a contract prior to the expiration of the stated contract term or has had a contract terminated by the other party prior to its stated term expiration; provide a description of the facts and circumstances of each termination; provide the name, address, and telephone number(s) of a contact person for the entity with whom bidder had the contract.
- 4.3.6** Describe your firm's connections to Indian Country, including *ownership by a member or descendant of an Indian Tribe*, key agents and current clients.
- 4.3.7** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.
- 4.4 BID.**
- 4.4.1 BASE BID.** The Base Bid includes all labor, materials, equipment, costs, overhead, expenses, profit, services, and incidentals necessary for the successful performance of the services described in the Scope of Work, as indicated on the Offer and Acceptance form.
- 4.4.1.1** Each bidder shall submit a **FIXED PRICE PER MONTH** for which bidder agrees to provide janitorial cleaning services for the Natural Resource Department in compliance with the Scope

of Work and all other terms and conditions of this RFP, for the entire period of any contract entered into by and between the parties, based upon this RFP.

- 4.4.1.2** Each bidder agrees to perform additional cleaning tasks as specified in this RFP and as may be requested by the Natural Resource Department, for special or emergency cleaning. Each bidder shall submit a FIXED PRICE PER MAN-HOUR for the provision of such special cleaning services, as set forth in Section 5.4 of this RFP.

4.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

- 4.5.1** Subject to subsection 4.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

- 4.5.2** If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.

- 4.6 EVIDENCE OF INTENT TO BE BOUND.** The Offer and Acceptance form accompanying this RFP shall be submitted with the proposal and shall include a signature by a person authorized to sign the proposal. The signature shall signify the bidder's intent to be bound by the proposal submitted by the bidder and the terms of the RFP and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the proposal.

5. SCOPE OF WORK.

- 5.1 CLEANING STANDARDS.** Given that the Natural Resource building occasionally houses educational activities for youth, it is critical that a systematic, detail focused approach be utilized to ensure that the premises are cleaned and sanitized appropriately and that cleaning procedures are in compliance with infection control guidelines and meet requirements of OSHA, Wisconsin DHS, and other applicable health regulators. Moreover, universal precautions must be utilized when cleaning any surfaces that may be contaminated with blood or other bodily fluids. The cleaning services performed by the Contractor shall comply with the following standards:

- 5.1.1 Dusting.** A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths.
- 5.1.2 Plumbing Fixtures and Dispenser Cleaning.** Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.
- 5.1.3 Sweeping/Vacuuming.** A properly swept or vacuumed floor is free of all dirt, grit, lint and debris, except embedded dirt and grit. Vacuumed carpet shall appear uniformly clean. Sweeping shall be done in such a manner that no dust is raised, and no dust streaks remain. No dirt, grit, lint, dust or debris shall be allowed to remain in corners, along edges, behind doors or furniture, under furniture, or on walls.
- 5.1.4 Cleaning Carpets.** A carpet adequately spot cleaned is free of all spots, stains, deposits, gum, and spills. A carpet adequately deep cleaned is returned to a relatively clean condition and is free of residue and accumulated and embedded soils, as well as stains, dirt, grit, deposits, gum, spills, lint, and debris. Care will be taken during all carpet cleaning to use a product that will not harm the carpet fibers and is in compliance with the manufacturer's maintenance guidelines.

- 5.1.5 Damp Mopping. A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks debris or standing water.
- 5.1.6 Spot Cleaning. A surface adequately spot cleaned is free of all spots, stains and deposits, and is substantially free of cleaning marks.
- 5.1.7 Metal Cleaning. All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- 5.1.8 Glass Cleaning. Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean. The Contractor is responsible for providing necessary equipment to clean the entire pane so that no area is out of reach.
- 5.1.9 Scrubbing. Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks and standing water and floor has a uniformly clean appearance. A plain water and disinfectant rinse must immediately follow the scrubbing process.
- 5.1.10 Wall Washing. After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright and free of film streaks and deposits.
- 5.1.11 Furniture Cleaning. Properly cleaned furniture constructed of wood products, plastic or metal shall be free of all dirt and dust, streaks, film, deposits and stains, and shall have a uniformly bright appearance. Properly cleaned furniture covered with fabric or leather shall be free of deep seated dirt, stains and soiling, and shall be left in a reasonably dry condition with a clean, uniform appearance. Furniture footings shall be free of dirt and debris.
- 5.1.12 Floor Finish Removal (Stripping). Proper stripping of a floor is accomplished when all finish has been removed down to the flooring material, and the surface is free of all dirt, stains, deposits, debris, cleaning solution and standing water. The floor shall have a uniform appearance when dry. Plain water rinse and water removal must follow finish removal operation immediately.
- 5.1.13 Finished Floor (Application). A floor is satisfactorily finished when all old wax has been completely removed, including in corners and along edges and sufficient coats of sealer and wax have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.
- 5.1.14 Buffing of Floor Surfaces. A properly buffed floor will be buffed sufficiently for maximum gloss and removal of surface dirt and will have a clean, uniform appearance. Polymer floor finish must be thoroughly dry before buffing or burnishing. A buffing or burnishing machine shall be used and woodwork, baseboards, walls, and furniture shall not be marred or discolored by the equipment or materials used. Only non-skid or approved floor finishes will be used.
- 5.1.15 Restroom Facilities. Sinks and toilets shall be free of stains, deposits and residues after proper cleaning, and metal fixtures and glass surfaces, including mirrors, shall be free of water spots and residue after proper cleaning.

5.2 CLEANING SPECIFICATIONS. Cleaning services shall be performed in accordance with the following specifications:

- 5.2.1 Signage. Areas with the potential for slip and fall accidents, such as areas where floor care is in progress or spills have occurred, or are being cleaned up, shall be marked with cautionary signage and access to the area shall be blocked to foot traffic. Caution signs shall be used as required by OSHA Regulations 1910.144 and 1910.145. Signs shall be made of rugged plastic, bright in color for easy viewing and hinged at top.

- 5.2.2** Use of Disinfectant. All mop water used in the process of wet mopping or scrubbing throughout both facilities shall contain a disinfectant, and a disinfectant shall be mixed in the proportions and dilutions required. At no time shall a disinfectant be mixed in a solution containing a detergent or soap. Where it is necessary to use detergents and soap solutions to obtain satisfactory cleaning results, the specified disinfectant will be applied in the rinsing solution.
- 5.2.3** Clean Water. When wet mopping corridors, both mop and rinse water should be changed frequently, whenever it becomes too dirty to be effective for cleaning.
- 5.2.4** Dirty Water Disposal. All dirty water derived from cleaning, mopping, carpet cleaning, etc., will be disposed of in a location and via a drain designated for that purpose. No such dirty water will be poured into a toilet, hand sink or kitchen sink or down an undesignated drain.
- 5.2.5** Cleaning Products and Equipment. The Contractor shall not use any product, supplies, tools or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, and floor covering, etc. so damaged.
- 5.2.6** Emergency Spills and Accidents. Emergency pick-up of spillage and other similar minor accidents will be provided by the Contractor whenever personnel are on site at the time of the occurrence, or if Contractor personnel are expected to arrive at site directly.
- 5.2.7** Cleaning/Sweeping Cloths. Once a cleaning or sweeping cloth has been filled to the point of dirt and/or dust falling off or failing to adhere to the cloth, the cloth shall be considered saturated. No dust extraction of cloths will be permitted. No shaking of cloth in any manner or location for the purpose of removing accumulated dirt or dust, or with the intent of reuse or further use of the cloth will be permitted.
- 5.2.8** Mopping. String-type mops shall be used to remove dirt and stains that cannot be removed by sweeping or vacuuming. Mild neutral soap solution conforming to the appropriate specifications shall be used as agents to remove the dirt where clear, clean water is not sufficient. Floors shall be rinsed clean so as to remove any soap residue and any dingy or cloudy appearance. Rinse water shall be mechanically vacuumed dry to prevent any standing water from being absorbed by or into the floor material or seeping into seams of floor coverings. Any small amounts of water remaining after vacuuming must be removed with a damp mop. Mop water splashed on baseboards, walls, doors, furniture, and equipment shall be removed immediately. All floors shall be maintained free of black shoe sole scuff marks. Where mopping is on tile or bare concrete floors, sufficient water shall be used to flood the entire floor surface and float any dirt and accumulated waste from the depressions in the flooring. Such mop water shall be removed from the floor surface with the aid of mechanical vacuum equipment. Such floor surfaces shall likewise be scrubbed with a stiff brush and water, with or without detergent as required. Scrubbing shall be such that all joints are left clean and uniformly colored and free and clear of any and all accumulated waste. All scrubbing and rinse water shall be removed from floor surfaces by only mechanical vacuum equipment, followed, if necessary, by damp mopping.
- 5.2.9** Sweeping/Vacuuuming. Straw brooms may be used only in sweeping exterior surfaces. Baseboards, doors, walls, furniture and equipment shall not be disfigured, scarred, or damaged by being struck or scraped with sweeping brushes, mops or other equipment. All debris shall be removed to receptacles provided for this purpose outside of the building. All accumulated debris from sweeping shall be removed from the floor surfaces immediately to prevent the tracking of this accumulated waste back into previously cleaned areas.
- 5.2.10** Deep Carpet Cleaning. Deep carpet cleaning is cleaning designed to return the carpet to a clean condition by extracting accumulated and embedded soils and residues at a high intensity. Carpets shall be thoroughly vacuumed prior to deep cleaning. Deep cleaning shall be accomplished using a hot water extraction method. A second clean/clear water rinse shall be performed after initial chemical treatment when deep cleaning carpets. Great care shall be taken to ensure that maximum water and shampoo are extracted, and that carpeting dries quickly and thoroughly, to maintain viability of the carpet and

prevent growth of mold and mildew.

5.2.11 Mats. During inclement weather, mats may be placed at building entrances. Contractor's staff will be responsible for removing, cleaning and storing such mats following use.

5.2.12 Trash. All trash removed from waste baskets/trash receptacles and other items specifically marked "trash" shall be removed from the building and placed in the designated containers outside the building on the day of cleaning. Waste basket/trash receptacle liners shall be replaced on the day of cleaning.

5.3 REGULAR CLEANING DUTIES. Regular cleaning functions, which shall be performed **twice weekly, on Tuesdays and Fridays after 4:30 P.M.**, are set forth below:

5.3.1 ENTRYWAYS, COMMON AREAS AND KITCHEN/BREAK ROOM

Twice Weekly Area Requirements:

- Detail entry doors.
- Wash all glass doors.
- Maintain debris-free entrances.
- Empty all trash receptacles/recycling containers and replace liners.
- Wipe and sanitize exteriors of cabinets and appliances.
- Clean and sanitize all sinks, fixtures and counters.
- Dust/Clean furniture.
- Dustmop/sweep and wetmop hard floors, using disinfectant.
- Wipe down door knobs and signs.
- Spot clean walls and doors and remove all smudges and fingerprints from doors and light switches.
- Clean all glass surfaces.
- Clean drinking fountains, if applicable.
- Dust, clean, and sanitize all horizontal and metal surfaces.
- Secure doors.

Periodic Area Requirements:

Frequency:

- | | |
|--|-----------------|
| ● Clean walls, doors, frames, switches, and baseboards. | 1 x per month.* |
| ● Clean and dust light fixtures, blinds and vent covers. | 1 x per month.* |
| ● Dust and clean wall hangings and ledges. | 1 x per month.* |
| ● Clean exterior of stove and refrigerator | 1 x per week.* |
| ● Clean windows - inside and outside surfaces. | 2 x per year.* |
| ● Machine strip/scrub tile floors, if applicable. | 2 x per year.* |

* *More frequently if needed.*

5.3.2 OFFICES AND OFFICE AREAS, CLASSROOM, CONFERENCE ROOM AND ENTRY WAYS

Twice Weekly Area Requirements:

- Wash all glass doors.
- Empty all trash receptacles/recycling containers and replace liners.
- Dust/Clean furniture without moving files/paperwork.
- Vacuum carpeted traffic areas and movie room floor.
- Spot clean all carpeted areas as needed.
- Dustmop/sweep and damp mop hard floors, utilizing appropriate method for surface.
- Wipe down door knobs and signs.
- Spot clean walls and doors and remove all smudges and fingerprints from doors and light switches.
- Spot clean all glass surfaces.
- Clean drinking fountains, if applicable.

- Clean and dust all horizontal and metal surfaces.
- Secure doors.

Periodic Area Requirements:

Frequency:

- | | |
|--|-----------------|
| ● Clean walls, doors, frames, switches, and baseboards. | 1 x per week.* |
| ● Vacuum carpeted areas. | 1 x per week.* |
| ● Wipe exteriors of cabinets and appliances. | Bi-weekly.* |
| ● Detail vacuum carpeted areas, including corners and edges. | 1x per month.* |
| ● Clean and dust light fixtures, blinds and vent covers. | 1 x per month.* |
| ● Dust and clean wall hangings and ledges. | 1 x per month.* |
| ● Clean baseboards and walls. | 1 x per month.* |
| ● Clean and dust light fixtures, blinds and vent covers. | 1 x per month.* |
| ● Deep clean all carpeted traffic areas. | 2 x per year.* |
| ● Deep clean all carpeted areas. | 2 x per year.* |
| ● Clean windows - inside and outside surfaces. | 2 x per year.* |
| ● Machine strip/scrub tile floors, if applicable. | 1 x per year.* |

* *More frequently if needed.*

5.3.3 RESTROOMS

Twice Weekly Area Requirements:

- Detail glass in entry doors, as applicable.
- Empty all trash receptacles/containers and replace liners.
- Clean and fill all dispensers.
- Clean and sanitize all restroom sinks, fixtures and counters.
- Clean and sanitize all toilets, seats and urinals.
- Dustmop/sweep hard floors, utilizing appropriate method for surface.
- Wetmop hard floors, using disinfectant.
- Wipe down door knobs and signs.
- Spot clean walls, partitions, switches, frames and doors.
- Clean and sanitize all horizontal and metal surfaces.
- Clean and shine all mirror surfaces.

Periodic Area Requirements:

Frequency:

- | | |
|---|-----------------|
| ● Clean walls, partitions, doors, frames, switches, and baseboards. | 1 x per week.* |
| ● Clean and dust light fixtures and vent covers. | 1 x per week.* |
| ● Clean baseboards and walls. | 1 x per month.* |
| ● Machine strip/scrub tile floors, if applicable. | 1 x per year.* |

* *More frequently if needed.*

5.3.4 MISCELLANEOUS ROOMS AND AREAS

Twice Weekly Area Requirements:

- Detail glass in entry doors.
- Empty all trash receptacles/recycling containers and replace liners.
- Dust/Clean furniture without moving files/paperwork.
- Vacuum carpeted traffic areas.
- Spot clean all carpeted areas as needed.
- Dustmop/sweep and dampmop hard floors, utilizing appropriate method for surface.
- Wipe down door knobs and signs.
- Spot clean walls and doors and remove all smudges and fingerprints from doors and light switches.
- Spot clean all glass surfaces.

- Clean drinking fountains, if applicable.
- Clean and dust all horizontal and metal surfaces.
- Wipe down and sanitize vending machines, if applicable.
- Secure doors.

Periodic Area Requirements:

Frequency:

- | | |
|--|-----------------|
| ● Vacuum carpeted areas. | 1 x per week.* |
| ● Wipe exteriors of cabinets and appliances. | 1 x per week.* |
| ● Detail vacuum carpeted areas, including corners and edges. | 1 x per month.* |
| ● Clean and dust light fixtures, blinds and vent covers. | 1 x per month.* |
| ● Clean doors, frames, and switches. | 1 x per month.* |
| ● Dust and clean wall hangings and ledges. | 1 x per month.* |
| ● Clean baseboards and walls. | 1 x per month.* |
| ● Clean and dust light fixtures, blinds and vent covers. | 1 x per month.* |
| ● Deep clean all carpeted traffic areas. | 2 x per year.* |
| ● Deep clean all carpeted areas. | 2 x per year.* |
| ● Clean windows - inside and outside surfaces. | 2 x per year.* |
| ● Machine strip/scrub tile floors, if applicable. | 1 x per year.* |

* More frequently if needed.

5.3.5 JANITORIAL STORAGE AREA

Twice Weekly Area Requirements:

- Organize and maintain janitorial closet/storage area in a neat and orderly fashion.
- Ensure that janitorial closet/storage is kept free from accumulation of trash, rubbish, dirty rags, and debris at all times. Flammable and combustible materials will not be stored on-site.
- Janitor cart will be free of dust, dirt and spots.
- Mop pail and wringer will be clean and free of dirt, scum and residue.
- Mop heads will be changed as needed.
- Cleaning equipment (vacuums, buffers, shampooers, etc.) will be clean and free of dirt, scum and residue, and will be returned neatly to storage location after each use.

5.4 SEASONAL CLEANING FUNCTIONS. “Spring Cleaning” shall be accomplished in approximately May, or as agreed by and between the parties. “Fall Cleaning” shall be accomplished approximately at the commencement of the Lakeland Union High School academic year. “Spring Cleaning” and “Fall Cleaning” shall include the following tasks, as well as any other cleaning that may be necessary:

5.4.1 Wash walls.

5.4.2 Clean carpets.

5.4.3 Wash windows - inside and outside.

5.4.4 Clean interior and exterior of kitchen cabinets.

5.4.5 Clean interior and exterior of stove, freezer and refrigerator.

5.4.6 Clean and disinfect all trash cans.

5.4.7 Wipe down window sills, floor trim and display boxes.

5.5 SPECIAL AND EMERGENCY CLEANING. In addition to the Regular and Seasonal cleaning services referenced above, the Contractor shall complete special and/or emergency cleaning tasks, as defined and directed by the Natural Resource Department, on a man-hourly basis and for which the Contractor shall invoice

the Natural Resource Department, on a man-hourly basis. When directed verbally or in writing by the Natural Resource Department Contract Administrator or his/her designee, to clean an area or perform another cleaning task, e.g., for a special occasion or emergency, or because the task must be completed during hours outside the regular cleaning hours established by the Natural Resource Department and/or the Contractor, the Contractor shall furnish all labor and equipment to fulfill the request. The number of employees assigned to complete the task shall not exceed the number necessary to do so. The Contractor shall be paid for these special cleaning services based on the labor man-hour rate quoted in Contractor's accepted bid.

6. REQUIREMENTS

6.1 SUPPLIES AND EQUIPMENT.

- 6.1.1** The Natural Resource Department will provide soap refills, hand sanitizer refills, bio-hazard waste bags, trash bags, toilet paper, paper hand towel refills, air fresheners, facial tissue, and an outside dumpster.
- 6.1.2** The Contractor shall provide adequate notification to the Natural Resource Department regarding depletion of supplies provided by the Natural Resource Department and the need for re-ordering, to ensure that sufficient quantities of supplies are available to prevent out-of-stock situations.
- 6.1.3** The Contractor will provide all cleaning supplies and equipment necessary to perform the anticipated services in an efficient and workmanlike manner, including, but not limited to, cleaning solutions, disinfectants, vacuum cleaners, carpet extractors, floor scrubbers, buffers, mops, mop buckets, wringers, brooms, dust mops and janitor carts. The equipment provided by the Contractor must be maintained in good operating condition and in sufficient quantities to adequately perform all services contemplated by this Agreement, and, further, must be available to Contractor's employees at all times. All equipment must meet all applicable OSHA requirements and standards. Sufficient quantities of supplies to prevent out-of-stock situations shall be maintained on the job site at all times and made available to the Contractor's employees for use in performance of cleaning services.
- 6.1.4** The Contractor will provide to the Natural Resource Department a Material Safety Data Sheet for each chemical product utilized by the Contractor in the performance of a Cleaning Services Contract.
- 6.1.5** The Natural Resource Department will provide adequate on-site storage space for the equipment and chemicals utilized by the Contractor in the performance of a Janitorial Cleaning Services Contract. The Contractor will ensure that all such storage areas are kept free from accumulation of trash, rubbish, dirty rags, and debris at all times. Flammable and combustible materials will not be stored on-site.

6.2 CONTRACTOR'S PERSONNEL.

- 6.2.1** The Contractor shall submit a list, including names, addresses and dates of birth, of the personnel who will be regularly assigned to clean the Natural Resource building. The Contractor shall not substitute any employee or other person providing services at the facility without prior notification to the Natural Resource Department and approval by the Natural Resource Department.
- 6.2.2** The Contractor shall employ a sufficient number of experienced janitors/cleaning personnel to adequately perform the services specified herein, at the frequency specified herein, and at the standard specified herein. The Contractor shall consider and plan for appropriate labor resources in the event of illness, vacation, and other lost time events, so that service to the Natural Resource Department continues uninterrupted.
- 6.2.3** The Contractor shall not assign any employee to perform cleaning services at the Natural Resource building unless said employee has successfully passed a pre-employment drug test, and background check. Upon award of contract, the Contractor shall ensure that each employee assigned to the Natural

Resource building is annually tested for illegal drugs.

- 6.2.4** The Contractor shall ensure that every Contractor employee deployed at the Natural Resource building will receive adequate training prior to working at the Natural Resource building. The Contractor shall provide to the Natural Resource Department documentation establishing proof of such training with regard to each Contractor employee deployed at the Natural Resource building, and shall certify that such training includes, but shall not be limited to, the following:

6.2.4.1 Proper cleaning and custodial techniques, use of industrialized cleaning equipment, such as vacuums, floor scrubbers, buffers, carpet cleaners, etc., use of cleaning agents, disinfectants and solvents, and application of Material Safety Data Sheets.

6.2.4.2 Applicable OSHA regulations, Bloodborne Pathogens, Infection Control, Universal Precautions, and Personal Protective Equipment. Training must include procedures for reporting incidents of exposure to blood and bodily fluids, i.e. Contractor employees shall immediately report incidents of exposure to blood and bodily fluids to the Natural Resource Department and Contractor or Contractor's designee.

6.2.4.3 Drug Free Workplace policy.

6.2.4.4 Cleaning schedules and cleaning checklists and security procedures.

- 6.2.5** The Contractor shall be responsible for the conduct and performance of its employees and shall ensure that Contractor employees comply with the following terms and conditions:

6.2.5.1 Contractor employees will not engage in or exhibit loud or boisterous behavior. The workplace atmosphere should be calm, organized and as quiet as possible.

6.2.5.2 Contractor employees will not enter upon the premises of the Natural Resource building, including parking areas, while under the influence of or impaired by alcohol or drugs, nor shall they possess alcohol, drugs or commercial tobacco products while on the premises of the Natural Resource building, including the parking areas.

6.2.5.3 Contractor employees will not interfere with the normal operations of the Natural Resource Department.

6.2.5.4 Contractor employees will be courteous and respectful to staff and visitors of the Natural Resource Department.

6.2.5.5 Contractor employees will not disturb papers on desks, open desk drawers, cabinets or lockers at any time, or use telephones or television sets of the Natural Resource Department.

6.2.5.6 Contractor employees will not touch, tamper with or remove any personal property of any employee or visitor of the Natural Resource Department.

6.2.5.7 Contractor employees will not use or tamper with office machines or equipment.

6.2.5.8 Contractor employees will be dressed and groomed in a manner that is appropriate (e.g. fully enclosed shoes, no shorts). No articles of clothing shall display offensive language, symbols or graphics. Large jewelry may present a safety hazard and must not be worn while on duty.

6.2.5.9 Contractor employees will ensure that only those lights necessary for cleaning in the immediate area where employees are working shall be lighted. In areas not in use or being cleaned, lights shall be turned off.

- 6.2.6** The Natural Resource Department reserves the right to demand and/or cause the removal of any Contractor employee or agent from the premises of the Natural Resource Department building and/or parking areas if the Natural Resource Department finds said employee or agent incompetent or careless or otherwise objectionable, or determines that there is probable cause to believe that said employee or agent has violated any term of this Section. The Contractor or the designated supervisory representative of the Contractor shall immediately remove such employee from the facility premises upon receipt of demand by the Natural Resource Department. Alternatively, the Natural Resource Department may request law enforcement assistance to effect removal.

6.3 CONTRACTOR PERFORMANCE.

- 6.3.1 DAILY CHECKLIST.** The Contractor shall maintain a daily checklist to be kept in the janitorial storage area on site. The checklist shall be used as a tool to ensure all daily tasks are being performed each day. The Contractor's staff will initial each task that is completed on each work day.
- 6.3.2 UNSATISFACTORY PERFORMANCE.** In the event the Contractor has not performed all cleaning duties within the contracted specifications, the Contractor or the Contractor's appointed supervisor will be notified via email or telephone call.
- 6.3.3 REVIEW MEETINGS.** If requested by the Natural Resource Department Director and provided reasonable notice is provided, the Contractor shall be required to attend periodic review meetings to discuss performance issues and receive general feedback.

- 6.4 WORK SCHEDULE.** Regular cleaning services as described in the Scope of Work shall be performed **twice weekly, on Tuesdays and Fridays after 4:30 P.M.**, except that the Contractor may perform special or emergency ad hoc cleaning tasks during the Natural Resource Department hours of operation with prior approval of the Natural Resource Department Director or designee. Such special or emergency ad hoc cleaning services shall be performed on an on-call man-hourly fee basis. The Natural Resource Department will work in partnership with the Contractor to develop a work schedule within the confines of the foregoing for the performance of the janitorial cleaning services described in the Scope of Work (Section 5 of this RFP). Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the Natural Resource Department. The Natural Resource Department reserves the right to approve and make suggested changes to the schedule set up by the Contractor.

- 6.5 WORK SITE DAMAGES.** Any damage to existing utilities, equipment, furniture or finished surfaces caused by any act of the Contractor or the Contractor's employees shall be repaired to the satisfaction of the Natural Resource Department at the Contractor's expense.

6.6 INSURANCE.

- 6.6.1** By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:
- 6.6.1.1** General Liability Coverage: Minimum of \$500,000 per person per occurrence; \$500,000 property damage; \$5,000 medical expense; \$2,000,000 aggregate.
- 6.6.1.2** Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.
- 6.6.1.3** Umbrella Liability Coverage: \$1,000,000.
- 6.6.2** The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of

Insurance.

6.6.3 The Contractor will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.

6.6.4 The Contractor will give the Tribe ten (10) days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

6.7 COMPLIANCE WITH LAWS. The successful bidder/Contractor will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.

6.8 MARKETING PROHIBITION. The successful bidder/Contractor shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or the Natural Resource Department or building in any marketing activity, nor will the successful bidder/Contractor use said names or references thereto in any endorsement of its company, product, or service, without the written consent of the Lac du Flambeau Band of Lake Superior Chippewa Indians.

6.9 DRUG-FREE WORKPLACE.

6.9.1 During the performance of a contract awarded pursuant to this RFP, the Contractor shall agree to:

6.9.1.1 Provide a drug free workplace for the Contractor's employees.

6.9.1.2 Advise all of Contractor's employees that the Natural Resource building and all related work sites are drug free workplaces.

6.9.1.3 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and the Natural Resource Department facilities, and specifying the actions that will be taken against employees for violations of such prohibition.

6.9.1.4 Provide training to Contractor's employees regarding the dangers of drug and alcohol abuse in the workplace, and the goal of a safe working environment.

6.9.1.5 Ensure that Contractor employees do not enter upon the premises of the Natural Resource building while under the influence of or impaired by alcohol or drugs, or possess alcohol, drugs or commercial tobacco products while on the premises of the Natural Resource building, including the parking areas.

6.9.1.6 Upon request of the Natural Resource Department, immediately remove from the premises of the Natural Resource building and associated facilities, including parking lots, any of Contractor's employees whom the Natural Resource Department believes to be impaired by alcohol or a controlled substance, or in possession of alcohol or a controlled substance. Said employee will not be permitted to return to work at the Natural Resource building until the Contractor provides to the Natural Resource Department results of urine toxicology or another drug test acceptable to the Natural Resource Department, indicating that the employee is drug free.

6.9.2 For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract, and are further prohibited from entering upon the premises of the workplace while under the influence of, impaired by, or in possession of alcohol or a controlled substance.

- 6.10 ACCESS TO RECORDS AND DOCUMENTS.** The successful bidder/Contractor will agree to allow the Tribe access to such records and documents as the Tribe shall request, including, but not limited to, urine toxicology and other drug test results pertaining to the Contractor and employees of the Contractor, for the purpose of confirming compliance with the terms and conditions of this RFP and any contract entered into by and between the parties. The Tribe agrees to maintain the confidentiality of any records reviewed, except as may be necessary to defend against any claim of breach of any contract by and between the parties or any other cause of action.
- 6.11 INDEMNIFICATION.** The successful bidder/Contractor shall indemnify, defend, and hold harmless the Tribe and the Natural Resource Department and their respective elected and appointed officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death or property damage that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contractor, or any failure of the same to comply with any obligations set forth in this RFP and/or a Janitorial Cleaning Services Contract. The Contractor shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe.
- 6.12 GOVERNING LAW AND VENUE.** The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and State of Wisconsin laws, if applicable. The successful bidder/Contractor shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Contractor and the Natural Resource Department/Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.13 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

7. CONTRACT TERMS

- 7.1 CONTRACT CONTENTS.** In addition to negotiated terms, the Janitorial Cleaning Services Contract will include the terms and conditions set forth below. By submitting their bids, bidders certify that they are aware of, understand, and will comply with all said terms and conditions if awarded a contract.
- 7.2 CONTRACT DOCUMENT CONSOLIDATION.** At its sole option, following any contract award, the Tribe may consolidate the resulting contract documents. Examples of such consolidation would include (1) reorganizing solicitation documents and components of the Contractor's Proposal only pertaining to the Janitorial Cleaning Services RFP; (2) revising the Scope of Work to incorporate the Contractor's response; (3) revising any terms and conditions to incorporate any changes in the Contractor's Proposal; and (4) excluding any components of the Contractor's Proposal that were not awarded. Contract document consolidation shall not materially change the Contract terms set forth in this section.
- 7.3 INDEPENDENT CONTRACTOR.** The successful bidder (Contractor) shall, in all matters relating to any contract awarded pursuant to the Janitorial Cleaning Services RFP, be acting as an independent contractor. Neither the Contractor nor any of the Contractor's owners, officers, members, employees or agents will be an agent, joint venturer, partner or employee of the Natural Resource Department or the Tribe for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, Workers' Compensation, Unemployment Compensation, employment-related benefits, and third party liability claims. Nothing contained in the contract shall be construed or interpreted as establishing an employer-employee

relationship between the Tribe/Natural Resource Department and the Contractor or any of the Contractor's owners, officers, members, employees or agents. In that the Contractor will be an independent contractor, neither the Contractor nor any of the Contractor's owners, officers, members, or employees shall have any right or claim against the Tribe for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, the Tribe shall not be responsible for withholding taxes with respect to the Contractor's compensation for services performed under a contract awarded pursuant to this RFP. The Contractor shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to the Contractor under said contract. The Contractor will have no authority, actual, apparent, or implied, to act for or on behalf of the Natural Resource Department or the Tribe, or to bind the Natural Resource Department or the Tribe in or to any contract, agreement or indebtedness, and shall not represent itself as the agent or legal representative of the Natural Resource Department or the Tribe. The Contractor shall perform all services under the contract at the Contractor's own risk, and the Contractor shall take all precautions necessary to protect the Contractor's person and property. The Contractor shall assume all liability for personal injury to employees or agents of Contractor, occurring during the performance of Contractor's services.

7.4 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING. No contract between a successful bidder (Contractor) and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the successful bidder (Contractor) shall not subcontract any of the work, duties or obligations under the Janitorial Cleaning Services Contract between the Contractor and the Tribe, without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7.5 TERM. The contract term shall commence on an agreed date in November, 2020 and end September 30, 2021, with the possibility of renewal for up to two (2) consecutive one (1) year terms.

7.6 TERMINATION FOR DEFAULT.

7.6.1 By submitting their bids, bidders certify that they understand and agree that, in case of failure of and by the successful bidder (Contractor) to deliver services in accordance with the contract between the Contractor and the Tribe, the Tribe may terminate the contract for breach by the Contractor. The Tribe specifically reserves the right to terminate any part or all of a contract resulting from the Janitorial Cleaning Services RFP if the Contractor fails to carry out any term, promise, or condition of the contract. The Tribe may issue a written Notice of Default to the Contractor if, in the opinion of the Tribe, the Contractor:

7.6.1.1 Fails to materially perform or comply with the terms and conditions of any contract resulting from the Janitorial Cleaning Services RFP.

7.6.1.2 Provides services that do not meet the requirements of any contract resulting from the Janitorial Cleaning Services RFP or conducts business in an unethical or illegal manner.

7.6.1.3 Fails to complete the required work or fails to perform required services within the time frame required.

7.6.1.4 Fails to comply with any of the Drug Free Workplace terms, conditions and requirements of the Janitorial Cleaning Services RFP and the Janitorial Cleaning Services Contract.

7.6.1.5 Fails to obtain and/or keep any required insurance policies in full force and effect at all times during the term of the Janitorial Cleaning Services Contract.

7.6.1.6 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under any contract resulting from the Janitorial Cleaning Services RFP.

7.6.1.7 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

7.6.2 Failure of the Contractor to remedy any problems or unsatisfactory work noted in the Notice of Default by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within and comply with the requirements of the Janitorial Cleaning Services Contract shall give the Tribe cause to cancel the contract.

7.6.3 The Tribe may, after due notice, procure cleaning services from other sources and hold the Contractor responsible for any resulting additional costs, including administrative costs. This remedy shall be in addition to any other remedies which the Tribe may have.

7.6.4 If the Tribe terminates a Janitorial Cleaning Services Contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. The Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

7.6.5 If the Janitorial Cleaning Services Contract is terminated for default, the Tribe reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor, who shall be responsible for any resulting additional costs, including administrative costs. The Tribe may recover any excess costs by deduction from any unpaid balance due to the Contractor or via other remedies as provided by law.

7.7 PAYMENT.

7.7.1 The Contractor shall invoice the Natural Resource Department on a monthly basis for regular and special services rendered pursuant to a Janitorial Cleaning Services Contract between the Contractor and the Natural Resource Department/Tribe. Each invoice shall include a summary of regular services provided, the dates on which they were provided, and the amount due for same, as well as a separate itemization of specific special cleaning services provided, the dates on which they were provided, the location(s) at which they were provided, and the amount due for same. All invoices shall reflect the contracted prices for services as described in the contract between the parties.

7.7.2 Invoices will not be submitted for payment more frequently than monthly. The Tribe shall make every effort to process payment for acceptable services provided by Contractor within fifteen (15) calendar days after receipt of said services and a correct invoice.

7.7.3 No compensation shall be due or payable to any employee or subcontractor of the Contractor and assigned by the Contractor to the Natural Resource building, and the Contractor specifically agrees to indemnify and hold the Tribe harmless from any and all claims for compensation by any person or entity employed by, subcontracted by, or assigned to the Natural Resource building by, the Contractor. In that neither the Contractor nor any employee or subcontractor of the Contractor assigned to the Natural Resource building are or shall be employees of the Tribe, the Tribe shall NOT deduct or withhold any employment or income taxes or any other sums required by law to be withheld from employee wages. The Contractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor and all subcontractors shall hold the Natural Resource Department and the Tribe harmless from any responsibility for taxes, contributions required under Federal, and/or state and local laws and regulations and any other costs including unemployment compensation insurance, Social Security and Worker's Compensation.

7.8 CHANGES TO CONTRACT. Changes to the Janitorial Cleaning Services Contract between the successful bidder (Contractor) and the Natural Resource Department/Tribe may be made as follows:

7.8.1 The parties may agree in writing to modify the scope of the Janitorial Cleaning Services Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

7.8.2 The Natural Resource Department/Tribe may order changes within the general scope of the Janitorial Cleaning Services Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of performance, and the hours within which services shall be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Tribe a credit for any savings.

7.9 CONTINUITY OF SERVICES UPON EXPIRATION OF CONTRACT. The Contractor recognizes that the services under any contract resulting from the Janitorial Cleaning Services RFP are vital to the Natural Resource Department and must be continued without interruption and that, upon contract expiration, a successor, whether the Natural Resource Department or another contractor, may continue them. The Contractor agrees:

7.9.1 To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

7.9.2 To make all Tribe-owned equipment and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor.

7.9.3 That the Tribe's Contract Administrator shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

7.9.4 That the Contractor shall, upon written notice from the Tribe's Contract Administrator, furnish phase-in/phase-out services for up to ninety (90) days after the Janitorial Cleaning Services Contract awarded to the Contractor by the Tribe expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Administrator's approval.

7.9.5 That the Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under any Janitorial Cleaning Services Contract awarded to the Contractor by the Tribe. All phase-in/phase-out work fees must be approved by the Contract Administrator in writing prior to commencement of said work.

7.10 CONTRACT TERMS CONTAINED HEREIN NOT ALL-INCLUSIVE. The contract terms set forth in this section are not intended to be a complete listing of all contract terms to be included in a potential contract based upon the Janitorial Cleaning Services RFP. Rather, they are provided herein only to enable prospective bidders to better evaluate their costs associated with the RFP and a resulting contract.

OFFER AND ACCEPTANCE

TO: Jamie Allen, Tribal Secretary
William Wildcat, Sr. Community Building
418 Little Pines Road, P.O. Box 67
Lac du Flambeau, WI 54538

RE: RFP No. 20-NR-045

BASE BID:

The undersigned hereby offers and agrees to furnish and perform the janitorial cleaning services described in the Request for Proposals (RFP No. 20-NR-045) and addenda issued by the Lac du Flambeau Natural Resource Department, at the Lac du Flambeau Natural Resource building and for the Lac du Flambeau Natural Resource Department, at a fixed price per month for the entire period of the contract, as follows:

FIXED PRICE PER MONTH: \$ _____ *

*Price includes labor, cleaning equipment, tools, cleaning supplies, expenses, overhead, profit and incidentals.

The undersigned hereby offers and agrees to furnish and perform additional janitorial cleaning services for special or emergency cleaning tasks as specified in the Scope of Work in the Request for Proposals (RFP No. 20-NR-045) and addenda issued by the Lac du Flambeau Band of Lake Superior Chippewa Indians, at a fixed price per man-hour, as follows:

FIXED PRICE PER MAN-HOUR: \$ _____ *

*Price includes labor, cleaning equipment, tools, cleaning supplies, expenses, overhead, profit and incidentals.

The undersigned hereby certifies that:

- A. The submission of Respondent's proposal/bid/offer did not involve collusion or other anti-competitive practices.
- B. The Responder will not discriminate against any employee or applicant for employment.
- C. The Responder has not given, offered to give, or intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the Lac du Flambeau Band of Lake Superior Chippewa Indians or the Lac du Flambeau Natural Resource Department in connection with the submitted proposal and offer.

- D. The Responder agrees to comply with all terms and conditions of the Request for Proposals described above.
- E. Responder acknowledges and understands that the premises and facilities of the Lac du Flambeau Natural Resource building are a Drug Free Workplace, and that Responder must ensure that Responder's employees do not enter upon the said premises, including parking areas, while under the influence of or impaired by alcohol or controlled substances, or in possession of alcohol, controlled substances or commercial tobacco products. Responder further acknowledges and understands that, upon request of the Lac du Flambeau Natural Resource Department, Responder must and shall immediately remove from the premises of the Lac du Flambeau Natural Resource building, including parking lots, any of Responder's employees whom the Lac du Flambeau Natural Resources Department believes to be impaired by alcohol or a controlled substance, or in possession of alcohol or a controlled substance, and said employee will not be permitted to return to work at the Lac du Flambeau Natural Resource building until the Responder provides to the Lac du Flambeau Natural Resource Department results of urine toxicology or another drug test acceptable to the Lac du Flambeau Natural Resource Department, indicating that the employee is drug free.
- F. Responder's proposal/bid/offer shall be valid for a period of sixty (60) business days following the date on which proposals are due, or for the duration of any contract incorporating Responder's proposal/bid and entered into by Respondent, whichever period is longer.
- G. The Responder certifies that (1) the individual signing the bid/offer below is an authorized agent for the Responder and has authority to bind the Responder, (2) the Responder intends to be bound by this proposal/bid/offer, and (3) the information contained in Responder's proposal is true, accurate and complete.

Authorized Signature

Date

Printed Name

Title

Company Name

Telephone

For clarification of this Offer, contact:

Name: _____

Phone: _____ Email: _____

ACCEPTANCE OF OFFER

The foregoing Base Bid is hereby accepted and the Responder is now bound to provide the services described in RFP No. 20-NR-045 with regard to said Bid, including all terms, conditions, specifications, addenda, and amendments, of and to said solicitation, and the Offer as accepted by the Tribe.

The contract awarded is for Janitorial Cleaning Services for the Lac du Flambeau Natural Resources Department.

The Responder is cautioned not to commence any billable work or provide any services based upon this Acceptance of Offer, until a written contract is executed by the parties.

Awarded this _____ day of _____, 2020.

Authorized Signature

Title

Authorized Signature

Title

Authorized Signature

Title