#### THE CITY OF MENTOR

#### 8500 CIVIC CENTER BOULEVARD

#### MENTOR, OH 44060

#### SPECIFICATIONS AND BID FORMS FOR:

## **CLEANING SERVICES FOR MENTOR POLICE, FIRE,** MUNICIPAL CENTER AND SENIOR CENTER

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|      | CITY OF MENTOR                                  |

PURCHASING OFFICE

**DATE: JULY 13, 2022** 

#### 12:00 NOON

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED **BID SUBJECT TO ACCEPTANCE AS** CONTRACT.

SECTION IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT has been intentionally omitted. Please contact VERONICA FETSKO, at 440-974-5776 or fetsko@cityofmentor.com to arrange for a copy of the omitted form.

#### I. LEGAL NOTICE

The CITY OF MENTOR will receive sealed bids at the Purchasing Office, 8500 Civic Center Blvd., Mentor, Ohio 44060, until NOON (local time) on Wednesday, July 13, 2022 for:

# CLEANING SERVICES FOR MENTOR POLICE DEPARTMENT, MUNICIPAL CENTER, FIRE DEPARTMENT AND SENIOR CENTER

Bids must be in accordance with specifications advertised on the City of Mentor website: <a href="https://www.cityofmentor.com/category/rfp">www.cityofmentor.com/category/rfp</a> or RFP's will be available for pick-up at the Purchasing Office for the cost of printing. Bidders are responsible for checking for Addenda and obtaining any from the website.

Kenneth Filipiak, City Manager (cityofmentor.com/legal notices)

NEWS HERALD: PUBLISH DATES:

June 29, 2022 July 6, 2022

#### II. INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.

The Bidder is responsible for reading and understanding all items herein:

 Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

#### 2. DEFINITIONS:

- A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.
- B. The term "City" shall mean the City of Mentor, Ohio.
- C. "Calendar Day" shall mean every day shown on the calendar.
- "City Manager" shall mean the Mentor City Manager or his duly authorized representative.
- PROPOSAL: To be entitled to consideration, a proposal must be made in accordance with the following instructions:
  - A. <u>Preparation</u>: Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

 C. <u>Delivery</u>: The proposal shall be sealed in an envelope, addressed to:

> City of Mentor c/o Purchasing Department 8500 Civic Center Boulevard Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

- D. <u>Proposal to Include All Work</u>: Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.
- E. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- F. Acceptance or Rejection of Proposal: The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

- G. Proposal Bond or Check: Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of five (5) percent of the proposal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.
- H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.
- I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.
- J. <u>Informal Proposals</u>: Proposals may be rejected for the following reasons:
  - If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
  - If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
  - 3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
  - 4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
- 4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or

- who is in default as surety or otherwise upon any obligation to the City.
- B. <u>Disqualification of Bidders</u>: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
  - More than one proposal for the same work from an individual, firm or corporation under the same or different names.
  - Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.
  - 3) Proposal prices that obviously are unbalanced.
- WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.
- 6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.
- 7. <u>TAX EXEMPTIONS</u>: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. <u>DISCRIMINATION</u>: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

- 9. <u>INSURANCE</u>: If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:
  - (a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per project general aggregate limit, primary and noncontributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract. (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.
  - (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
  - (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

10. <u>LIABILITY</u>: The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the

Bidder under contract, until such claims shall have been discharged.

- 11. ROYALTIES AND/OR LICENSE FEES: The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.
- 12. <u>ASSIGNMENT OF CONTRACT</u>: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.
- 13. <u>CANCELLATION</u>: Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.
- 14. <u>CONTROL OF WORK</u>: The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
- 15. CLAIMS FOR ADJUSTMENT AND DISPUTES: If, in in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.
- 16. <u>DURATION OF CONTRACT</u>: The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

- 17. <u>PURCHASES</u>: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.
- 18. <u>DELIVERY</u>: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

- 19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.
- 20. <u>CONTRACT BOND</u>: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties.

- including, where applicable, warranties of merchantability and fitness for a particular purpose.
- 22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.
- PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.
- 24. <u>TAXES</u>: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (<u>including the City of Mentor 2% income tax</u>) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

OUESTIONS: Call the Finance Department at (440) 974-5776.

## III. BUSINESS ENTITY RESOLUTION

|   | , of  |
|---|---|
| (Name of Officer)   | (Name of Business Entity)   |
| an(State where incorporated/organized if applicable)                    | Business Entity hereby certifies that the following is a true   |
| and correct copy of a resolution duly adopted by on,(Month, Day) (Year) | y the Board of Directors of, (Business Entity Name), to wit:  |
| "Resolved, that   | * of this Business Entity, namely of Officer)   |
| , be and he/s (Title of Officer)  | he hereby is authorized and directed to enter into any and all  |
| contracts, bid guaranty and performance bonds                           | with THE CITY OF MENTOR, OHIO, for the purpose of   |
| furnishing labor and/or materials as to                                 | (Title of Bid)  |
| at such price and upon such terms and condit                            | ions, including any amendments or modifications thereto, as   |
| said(Title of Officer)  | in his/her sole discretion shall deem best,   |
| and that said actions shall be binding upon the I                       | Business Entity.  |
| "Resolved, further, that said(N   | * be, and he/she further is ame of Officer)   |
|   | and deliver unto said <u>CITY OF MENTOR, OHIO</u> other shall deem necessary to carry out the forgoing resolution." |
| Entity (if applicable) at   | to set my hand and affixed the seal of said Business this day of,,  |
| and I further certify that said resolution is still in                  | n force and effect.   |
|   | SECRETARY   |

**SEAL** 

BER-1

<sup>\*</sup>Name must agree with signature on Bid Subject to Acceptance as Contract Form.

## IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

Page intentionally left blank, contact Veronica Fetsko at <a href="mailto:fetsko@cityofmentor.com">fetsko@cityofmentor.com</a> or 440-974-5776 for the omitted form.

## **B. NOTICE OF AWARD**

| Where   | eas,   |  |   |   |  | •   | ded<br>City  |  |  | tor                          |  |  | to<br>nd w   | bid<br>herea:  | to<br>s sai  | provid<br>d bid l  |  |
|---|--|--|---|---|--|---|--|--|--|------------------------------|--|--|--|--|--|--|--|
| the C toin the t  |  | of<br>——                                   | Mento                                     | or a<br>to                              | rove<br>ward<br>be p                                       | d by<br>ds the                            | the the contract   | City<br>contr<br>pur                   | as th<br>act<br>suan   | e l<br>sul                   | lowest<br>bject  | and<br>to f  | best<br>inal   | bid, r<br>acce   | now, t<br>ptanc  | therefor<br>e belo<br>specifie   | e,                                       |
| 3   | 2. Bo<br>3. S <sub>l</sub><br>4. Pi  | ond<br>oec                                 | osal/C                                    | ertifie<br>ons:                         | ed Ch<br>Gene  | neck<br>eral F                            | Requi  | irem                                   | ents/  | Co                           | ntracto  | ır's R   | espo   | onsibil  | ities  |  |  |
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|   |  |  |   |   |  |   |  |  |  |                              |  |  |  |  |  |  | -  |
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|   |  |  |   |   |  |   |  |  |  |                              | Date   | <br>e  |  |  |  |  | _  |

## D. ACCEPTANCE BY THE CITY OF MENTOR

THE FOREGOING CONTRACT IS HEREBY ACCEPTED AS TO ALL OF THE COMPONENT PARTS AND, IN SPECIFIC, TO ITEM(S) #:

| Pursuant to | Ordinance:   | Passed:   |
|-------------|--|-----------|
| the Cit     | City of Mentor, for the period: <u>Date of A</u><br>y shall have the option to extend the ag<br>exceed a total term of nine (9) years. |           |
| FUNDS AV    | AILABLE:   |           |
| Fil         | nance Director   | Date      |
| City        | y Manager  | Date Date |
| APPROVE     | O AS TO FORM:  |           |
| La          | w Director   |           |

## **FORM OF NONCOLLUSION AFFIDAVIT**

| STATE OF   | )<br>) SS                  |                                |
|--|----------------------------|--------------------------------|
| COUNTY OF  | ) 33                       | )                              |
| (Individual Name)                                | , being first dul          | ly sworn, deposes and says     |
| that he/she is<br>(Sole Owner, Partner, Presider | of<br>nt, Secretary, etc.) | (Corporation Name)             |
| the party making the proposal or I               | bid; that such bid is      | genuine and not collusive      |
| sham; that said Bidder has not co                | olluded, conspired,        | connived, or agreed, direct    |
| or indirectly with any Bidder or p               | erson, to put in a         | sham bid, or that such other   |
| person shall refrain from bidding,               | and has not in any         | manner, directly or indirect   |
| sought by agreement or collusion                 | on or communicati          | ion or conference, with ar     |
| person, to fix the bid price of affia            | ant or any other Bi        | dder, or to fix any overhea    |
| profit, or cost element of said Bid              | price, or of that of a     | any other Bidder, or to secu   |
| any advantage against the Owr                    | ner, or any person         | interested in the propose      |
| Contract; and that all statements                | contained in said p        | proposal or bid are true; ar   |
| further, that such Bidder has not                | , directly or indirec      | tly submitted this Bid, or th  |
| contents thereof, or divulged inform             | mation or data relat       | ive thereto to any association |
| or to any member or agent thereo                 | of.                        |                                |
| Affiant  |                            |                                |
| Subscribed and sworn to before r                 | ne this day o              | of, 2022                       |
| Notary Public                                    |                            |                                |
| My Commission Expires:                           |                            | _                              |

## **DELINQUENT PERSONAL PROPERTY STATEMENT**

| having been a                             | warded a contract by the City of Mentor,   |
|---|--|
| hereby affirms under oath, pursuant to    | Ohio Revised Code Section 5719.042,        |
| that at the time the bid was submitted, r | my company was / was not charged with      |
| delinquent personal property taxes on t   | he General Tax List of Personal Property   |
| for Lake County, Ohio.                    |  |
| If such charge for delinquent personal p  | roperty tax exists on the General Tax List |
| of Personal Property for Lake County, C   | Ohio, the amount of such due and unpaid    |
| delinquent taxes, including due and ur    | paid penalties and interest, shall be set  |
| forth below.                              |  |
|   |  |
| This statement shall be incorporated int  | o the Contract made between the City of    |
| Mentor and and n                          | o payment shall be made with respect to    |
| any Contract unless such statement has    | been so incorporated as a part hereof.     |
|   |  |
|   |  |
| Delinquent Personal Property Tax          | \$   |
| Penalties                                 | \$   |
| Interest                                  | \$   |
| Signed:_                                  | Company Officer                            |

#### **AFFIDAVIT**

#### OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO **COUNTY OF LAKE** being duly sworn deposes and states as follows: 1. I am duly authorized to make the statements contained herein on behalf of \_\_\_\_\_ (the "Contracting Party"). 2. The Contracting Party is a/an (select one): Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust Corporation organized and existing under the laws of the State of Ohio Labor organization ecified ations) the cable. nalties

|      | 3. I hereby affirm that the Contracting Party and each of the individuals spein R.C. 3517.13(I) (with respect to non-corporate entities and labor organizator R.C. 3517.13(J) (with respect to corporations) are in full compliance with political contribution limitations set forth in R.C. 3517.13(I) and (J), as applied |
|------|--|
|      | <ol> <li>I understand that a false representation on this certification will incur per<br/>pursuant to 3517.992(R)(3).</li> </ol>  |
| Affi | ant further sayeth naught.   |
| SW   | By: Company Officer  ORN TO BEFORE ME and subscribed in my presence this day   |
|      | , 2022.  |
|      |  |
|      | Notary Public  |
|      | My commission expires:   |

## **ESCROW WAIVER**

| In accordance with a ce1iain Contract between the City of Mentor, (hereinafter referred to as "the Owner") and |
|--|
|  |
| CITY OF MENTOR   |
|  |
| Kenneth J. Filipiak, City Manager  |
| COMPANY  |
| Company Officer  |

## V. SPECIFICATIONS FOR CITY OF MENTOR CLEANING SERVICES FOR POLICE, FIRE DEPARTMENTS, MUNICIPAL CENTER AND SENIOR CENTER

1. <u>INTENT</u>: The scope of this contract is to provide basic cleaning and custodial services for the City facilities listed below. *Basic cleaning and custodial service consists of: cleaning and dusting twice a week, vacuuming offices twice a week.* High volume areas will require vacuuming, trash collection, windowsill cleaning, sweeping and floor mopping daily. The Vendor will be responsible for promptly advising the City of any changes in staff.

#### POLICE AREA BREAKOUT DESCRIPTION(S):

#### **Police Basement Level:**

- Hallway Sweep and mop daily:
- Stairwell Sweep and mop weekly;
- Roll-Call Room Basic cleaning, sweep and mop daily;
- Locker Rooms Sweep and mop daily;
- Kitchen Daily clean and disinfect (counter, sink, microwave, collect trash and sweep and mop floors.
- Restrooms (3) Daily clean and disinfect (sink, mirror and toilet), clean partitions, change/fill paper products and collect trash.
- Offices off the hall (4) Basic cleaning;

#### **Police Department First Floor:**

- Hallway Sweep and mop daily;
- Stairwell Sweep and mop weekly;
- Kitchen Daily clean and disinfect (counter, sink, microwave, collect trash and sweep and mop floors);
- Restrooms (4) Daily clean and disinfect (sink, mirror and toilet), clean partitions, change/fill paper products and collect trash.
- Lobby Sweep and mop daily

#### **Police Department Offices:**

- Cubicle Areas (3) Basic cleaning;
- Training Room Basic cleaning;
- Offices off the hall (2) Basic cleaning;
- Records Area and Offices (2) Basic cleaning.

#### Police Department 2<sup>nd</sup> Floor:

- Stairwell Sweep and mop weekly;
- 2<sup>nd</sup> Floor Lobby Basic cleaning;
- Conference Room Basic cleaning;
- Restrooms (2) Daily clean and disinfect (sink, mirror and toilet), clean partitions, change/fill paper products, collect trash, sweep and mop floor.

#### **Chief of Police Office:**

- Office Basic cleaning;
- Restroom Daily clean and disinfect (sink, mirror and toilet), change/fill paper products, collect trash, sweep and mop floor.

#### **Chief of Police Administrative Offices:**

- Offices (4) Basic cleaning;
- Cubicle Areas Basic cleaning:
- Breakroom Daily clean and disinfect (sink, counter and table), coffee pots when needed, collect trash, sweep and mop floor.

#### **Detective Offices:**

- Offices (4) Basic cleaning;
- Cubical Areas Basic cleaning;
- Catwalk area Vacuuming

#### **Police/Court Basement Level:**

- Hallway Sweep and mop daily;
- Stairwell Sweep and vacuum daily;
- Lobby Vacuum daily;
- Admin area and offices Basic cleaning
- Empty shredder daily
- Kitchen Daily clean and disinfect (sink, microwave, collect trash and sweep and mop floors);
- Restrooms (3) Daily clean and disinfect (sink, mirror and toilet), change/fill paper products and collect trash.

#### 3. MUNICIPAL CENTER AREA (3 FLOORS) BREAKOUT DESCRIPTIONS:

- Restrooms (8) Daily clean and disinfect (sink, mirror, and toilet), collect trash, change/fill paper products, collect trash, sweep and mop floor.
- Vacuum all common area: hallways and lobby daily;
- Sweep and mop Lobby and Reception area daily;
- Clean and dust all office once a week on all three (3) floors:
- Collect trash nightly on all three (3) floors;
- Vacuum all carpet in offices twice a week on all three (3) floors.
- Stairwell Sweep and mop weekly:

#### 4. FIRE DEPARTMENT AREA BREAKOUT DESCRIPTIONS:

#### Fire Administration and Dispatch Basement Level:

Hallway/Lobby – Sweep and mop daily;

- Stairwell (2) Sweep and mop weekly;
- Kitchen Daily clean and disinfect (counter, sink, microwave, collect trash).
- Training Room Basic Cleaning:
- Restrooms (2) Daily clean and disinfect (sink, mirror and toilet), clean partitions, change/fill paper products and collect trash and sweep and mop floors.

#### **Fire Administration and Dispatch First Floor:**

- Hallway/Lobby Sweep and mop daily;
- Stairwell (2) Sweep and mop weekly;
- Offices (7) Basic cleaning
- Cubicle Areas Basic cleaning
- Empty shredder as needed
- Conference Room Basic cleaning, clean glass as needed;
- Kitchen Daily clean and disinfect (counter, sink, microwave, collect trash and mop daily).
- Restrooms (3) Daily clean and disinfect (sink, mirror and toilet), clean partitions, change/fill paper products and collect trash and sweep and mop floors.

#### Fire Administration and Dispatch Second Floor:

- Hallway/Lobby Sweep and mop daily, clean glass as weekly;
- Stairwell (2) Sweep and mop weekly;
- Kitchen/Break Room Daily clean and disinfect (counter, sink, microwave, collect trash and sweep and mop floor).
- Restrooms (2) and Locker Room Daily clean and disinfect (sink, mirror and toilet), change/fill paper products and collect trash and sweep and mop floors.
- Dispatch Center Vacuum as directed, dust each dispatch station (7) and counter tops weekly.

#### 5. **SENIOR CENTER BREAKOUT DESCRIPTIONS**:

#### **Senior Center Restrooms (6):**

• Daily - Clean and disinfect (sink, mirror, toilet, and floors), clean partitions, change/fill paper products, and empty trash.

#### **Senior Center Great Room:**

- Daily Wipe down and align tables, push in chairs, dry mop, empty trash, clean glass doors, clean sink, and dry mop stage.
- Clean floor twice weekly
- Wet mop stage floor and stage ramp weekly
- Dust stage weekly

#### **Senior Center Fitness Studio:**

- Daily Dry mop, empty trash, wipe counters, straighten chairs, fill paper towels, and clean glass doors.
- Clean floor twice weekly
- · Clean furnishings and mirrors weekly

#### **Senior Center Cultural Arts:**

- Daily Sweep, empty trash, wipe tables/countertops/sink, straighten chairs, and clean glass doors.
- Clean floor twice weekly

#### **Senior Center Fitness Center:**

- Daily Vacuum, empty trash, wipe counter, straighten chairs, fill paper towels, and clean glass doors.
- Clean fitness equipment three times weekly
- Mop mats twice weekly

#### **Senior Center Library:**

Daily - Vacuum, empty trash, wipe tables/counter, straighten chairs, and clean glass doors.

#### **Senior Center Cardinal Room:**

- Daily Dry mop, empty trash, wipe tables/counters, clean sink, and straighten chairs.
- Clean floor twice weekly
- Clean furnishings weekly

#### **Senior Center Game Room:**

- Daily Vacuum, empty trash, wipe tables/counters, clean sink, and straighten chairs.
- Clean furnishings (chairs, lights) weekly

#### **Senior Center Front Desk and Office:**

Daily - Vacuum, empty trash, wipe counters, and clean glass doors.

#### **Senior Center Computer Room:**

- Daily Sweep, empty trash, clean sink, wipe counters, and dust computers.
- Clean floors and dust weekly

#### **Senior Center Conference Room and Offices:**

 Daily - Vacuum, empty trash, stock towels, clean glass doors, wipe tables/counters/sink, and straighten chairs.

#### **Senior Center Lobby and Hallway:**

- Daily Vacuum, empty trash, wipe tables/counters, straighten chairs, clean floors, and clean door glass.
- Dust weekly

#### **Senior Center Munson Entrance:**

Daily - Vacuum and clean glass doors.

#### **Senior Center 615 Entrance:**

Daily - Vacuum and clean glass doors.

#### **Senior Center Kitchen:**

• Daily - Sweep and mop, empty trash, and fill paper products.

#### 6. **EQUIPMENT AND PRODUCT REQUIREMENT**:

- Contractor to supply all equipment and cleaners;
- City to provide paper products and trash bags;
- 7. ADDITIONAL SERVICE(S): The City may require additional items or services of a similar nature, but not specifically listed in the contract. The successful bidder agrees to provide such items or services and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in this scope of work.
- 8. **CONTROL OF WORK**: The City Manager, or his designated agent may conduct periodic performance reviews of the Contractor, during which its compliance with all aspects of the agreement with the City will be reviewed and assessed.
- 9. **INVOICING**: Payment will be made once a month within thirty (30) days from the receipt of invoices. Send invoices to:

City of Mentor
Accounts Payable Department
8500 Civic Center Blvd
Mentor Ohio 44060

- 10. **EXPERIENCE**: Successful bidder shall have, at least, ten (10) years of janitorial maintenance experience. Vendor must submit a list of current references with a point of contact.
  - In determining the bid award, the City of Mentor will give value-added consideration to the service aspect of this contract.
- PROPOSAL (BID) BOND: Section 3-G of the Instructions to Bidders is hereby amended. A
  certified, or cashier's, check or bid bond in the amount of \$1,000.00 is required as a bid
  deposit.
- 12. **CONTRACT (PERFORMANCE) BOND**: Section 20 of the Instructions to Bidders is hereby amended. The successful bidder will be required to furnish a performance bond in the amount of \$5,000.00.
- CONTRACT PERIOD: This contract shall have a three (3) year term, the City shall have the
  option to extend the agreement for additional periods but not to exceed a total term of nine (9)
  years.
- 14. <u>DURATION OF CONTRACT</u>: The duration of the contract shall be for the period stated above and shall include all material, equipment and/or services ordered during the period. All prices quoted shall be for the definite fixed period unless otherwise noted in the Specifications.
- 15. **INSURANCE**: The Contractor shall obtain and pay for liability insurance in the amount of \$1,000,000.00 combined in single limit for each occurrence to protect the Contractor and the City against any claims arising out any operations conduced in connection with the contract. The policy shall carry a rider giving a one-month (30-day) cancellation notice to the City. This policy shall include contractual liability insurance as applicable to the Contractor's obligations and shall name the *City of Mentor as additionally insured*. Provide updated Workers' Compensation Certificate.
- 16. **PREVAILING WAGE**: This is **NOT** a Prevailing Wage project.
- 17. <u>TAXES</u>: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (<u>including the City of Mentor 2% income tax</u>) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

#### CONTRACTOR/EMPLOYEE MINIMUM REQUIREMENT

All Employees must pass Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) background fingerprint checks, along with Law Enforcement Automated Data Service (LEADS), plus Level 1 security training provided by the City of Mentor.

Pre-bid Visit – Any vendor wishing to inspect the areas to be cleaned or have questions or concerns may contact the Department of Public Works at <a href="mailto:pubworks@cityofmentor.com">pubworks@cityofmentor.com</a> or 440-974-5781.

#### VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio with concession services, in accordance with the specifications and upon the terms and conditions of this proposal, providing this proposal, or any part thereof, is accepted as a contract by the City of Mentor.

## **Custodial Services for Mentor Police, Fire, Municipal Area and Senior Center**

| Section |   |   |                | Additional Services per/formula | Comments |
|---------|---|---|----------------|---------------------------------|----------|
| 2       | Police Area<br>Contract - Septer                      | mber 1, 2022 through August 31, 2025  |                |                                 |          |
|         | Contract Year 4                                       | January through December 31, 2023 January through December 31, 2024 January through August 31, 2025 agreement for additional years, maximum | \$<br>\$<br>\$ | \$<br>\$<br>\$<br>\$            |          |
| 3       | Municipal Area<br>Contract - Septer                   | mber 1, 2022 through August 31, 2025  |                |                                 |          |
|         | Contract Year 2<br>Contract Year 3<br>Contract Year 4 | agreement for additional years, maximum   | \$<br>\$<br>\$ | \$<br>\$<br>\$<br>\$            |          |

- continued -

#### VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio with concession services, in accordance with the specifications and upon the terms and conditions of this proposal, providing this proposal, or any part thereof, is accepted as a contract by the City of Mentor.

#### **Custodial Services for Mentor Police, Fire, Municipal Area and Senior Center**

| Section |   |   |                | Additional Services per/formula | Comments |
|---------|---|---|----------------|---------------------------------|----------|
| 4       | Fire/Dispatch All<br>Contract - Septer  | rea<br>mber 1, 2022 through August 31, 2025   |                |                                 |          |
|         | Contract Year 1 Contract Year 2 Contract Year 3 Contract Year 4 Option to extend a total of nine year | January through December 31, 2023 January through December 31, 2024 January through August 31, 2025 agreement for additional years, maximum | \$<br>\$<br>\$ | \$<br>\$<br>\$<br>\$            |          |
| 5       | Senior Center Contract - Septer  Contract Year 1 Contract Year 2 Contract Year 3 Contract Year 4      | ,   | \$<br>\$<br>\$ | \$<br>\$<br>\$<br>\$            |          |
|         |   | agreement for additional years, maximum   | ·              | ·                               |          |

Conditions: The Instructions to Bidders and the Specifications are a part of this contract as effectively as though they preceded in signatures effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

## VII. STATEMENT OF BIDDER QUALIFICATIONS

| 1)  | Years in business providing the goods or service requested in this bid  |                          |             |  |  |  |  |
|-----|---|--------------------------|-------------|--|--|--|--|
| 2)  | Please list on a separate sheet(s), contracts with municipa<br>now held. Please list by community name, contact person<br>and scope of project (starting with the most recent). |                          | •           |  |  |  |  |
| 3)  | Is your company in satisfactory financial condition?  | Yes                      | No          |  |  |  |  |
| 4)  | How many miles is your facility from the Mentor Municipal   | Center?                  |             |  |  |  |  |
| 5)  | Please list on a separate sheet(s) the equipment to be use  | d in fulfilling thi      | s contract. |  |  |  |  |
| 6)  | ) Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs.  |                          |             |  |  |  |  |
|     | For the following questions, on a separate sheet, please decircumstances for any Yes answer.  | escribe in full th       | ne          |  |  |  |  |
| 7)  | Has your company had any business interruptions as a resin the past two (2) years?  | sult of financial<br>Yes |             |  |  |  |  |
| 8)  | Has your company been rejected for a public contract desport of any reason?   | oite being a low<br>Yes  |             |  |  |  |  |
| 9)  | Has your company had any claims against or a performan  | ce bond cancel<br>Yes    |             |  |  |  |  |
| 10) | Has your company paid penalties or liquidated damages in delay on a public project?   | nposed as a re           | sult of     |  |  |  |  |
| 11) | Has your company been found to have committed an unfa<br>other employment/labor law violation in such areas as disc<br>wage, Workers' Compensation or OSHA?                     | •                        | vailing     |  |  |  |  |
| 12) | Has your company in the last three (3) years had a municipater (3)  |                          | ncelled or  |  |  |  |  |

## STATEMENT OF BIDDER QUALIFICATIONS (continued)

| BIDDER NAME (print/type): |               |  |
|---------------------------|---------------|--|
| BIDDER ADDRESS:           |               |  |
|                           |               |  |
| BIDDER CONTACT:           |               |  |
| BIDDER PHONE NUMBER:      |               |  |
| BIDDER FAX NUMBER:        |               |  |
| BIDDER E-MAIL:            |               |  |
| Federal Tax Identific     | cation Number |  |
| State Tax Identificat     | tion Number   |  |