



# 2019 MUNICIPAL FACILITIES MAINTENANCE AND CLEANING SERVICE CONTRACT REQUEST FOR PROPOSALS

**Bid Number:** 2019-004  
**Bid Opening Date:** May 24, 2019  
**Bid Opening Time:** 10:30 am EST  
**Bid Opening Place:** Pataskala City Hall  
621 W Broad Street  
Suite 2B  
Pataskala, Ohio 43062

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Bidders may obtain Bid forms, instructions, conditions, specifications and other related documents from Pataskala City Hall, located at 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062.

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## I. INVITATION TO BID

The City of Pataskala, Ohio by the City Finance Director or designee, at the Pataskala City Hall, 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062, will receive sealed proposals for the **MUNICIPAL FACILITIES MAINTENANCE AND CLEANING SERVICE CONTRACT** until 10:30 am on Friday, May 24, 2019. At that time, the Finance Director (or his designee) will open and read aloud all bids.

The City of Pataskala may choose to not award the bid for up to sixty (60) days after the bid opening. The City will consider all bids valid until 60 days after the opening date, despite not being accepted or rejected by the City. The work for which bids are invited consists of the furnishing of all labor, materials, and equipment required for **MUNICIPAL FACILITIES MAINTENANCE AND CLEANING SERVICE CONTRACT**.

Copies of the Contract Documents are on file in the Finance department offices, 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062 where they are available for inspection by prospective bidders. Bidders may obtain electronic copies of the Contract Documents from the above office upon request.

Each bid shall contain the full name and address of each person or company interested in the same and shall be accompanied by either: (1) a combined Bid/Performance bond in accordance with division (B) of Ohio Revised Code Section 153.54 for the full amount of the bid; or (2) a certified check, cashier's check, or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in accordance with division (C) of Ohio Revised Code section 153.54, made payable to The City of Pataskala and conditioned that if the bid is accepted, a contract will be entered into within 10 days after notification of bid acceptance. Any bidders submitting a bid guaranty other than the combined Bid/Performance bond will be required, at the time of executing the contract, to provide the Performance bond required under Ohio Revised Code section 153.54(C).

The City reserves the right to award the purchase services for individual buildings under this Invitation to Bid to any combination of separate bids or bidders. Bidders should present questions concerning the bid process and procedures at least TEN (10) calendar days before the bid opening and directed to: B.J. King, City Administrator, City of Pataskala, 621 West Broad Street, Suite 2B, Pataskala, Ohio 43062.

Bidders may not contact any other City employee or official concerning this Invitation to Bid. The bidder will be required to state in detail on the proposal its' experience in this class of work. Bids from Contractors inexperienced in the nature of the work to be performed may not be considered. Each bidder shall ensure that it does not discriminate against any employees and applicants for employment based on race, color, religion, sex, or national origin.

The bidder is required to fill out, and where required, execute each of the following Contract documents in their entirety:

- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Bid Form
- Declaration of the Type of Bid Guaranty or Combined Bid Guaranty and Contract Bond

- Detailed Statement of Qualifications, including experience record/references.
- List of Sub-Contractors if applicable.

The City of Pataskala reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.

James M. Nicholson  
Finance Director  
Pataskala, Ohio

**PUBLISHED:**

April 21, 2019

April 28, 2019

## II. INSTRUCTIONS TO BIDDERS

### A. INVITATION TO BID

The City is seeking bids for municipal facilities maintenance and cleaning service for the City of Pataskala, Ohio.

### B. RECEIPT AND OPENING OF BIDS

1. Separate sealed bids will be received in the Office of the City Finance Director, 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062, until the time and date stated in the Invitation to Bid. Bids received by the deadline shall then be publicly opened and read aloud. Bidders shall submit bids in sealed, opaque envelopes clearly labeled with the name of the bidder, bidder's address, and the words "BID DOCUMENTS". Please clearly mark your envelope with the Bid Title, Bid Number, and Bid Opening Date to prevent opening prior to the opening date. The City will not accept bids submitted in unmarked envelopes that are opened by the City in its normal course of business, nor bids that are received after the deadline regardless of the reason for the late submission. If time permits, the City may prior to the bid deadline, but shall not be required to, return the bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as indicated above.

### C. PREPARATION OF BIDS

1. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be completed in ink or be typewritten in both words and figures. If there is a conflict between the two, the words will control. The City of Pataskala reserves the right to correct obvious mathematical errors in the bid. Bid prices shall include all labor, materials, and equipment necessary to complete the work in accordance with the Contract Documents.

### D. WITHDRAWAL OF BIDS

1. Bids may be withdrawn personally or in writing provided that the City receives the withdrawal prior to the time and date fixed for the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

### E. KEY CONTRACT TERMS

1. **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Pataskala and all city ordinances and administrative rules insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof. Each bidder is required to be familiar with, and agree to comply with, the terms and conditions of the specifications and all other Contract Documents and with all federal, state, and local laws, ordinances and regulations which in any manner relate to the performance of the work in accordance with the Agreement. Legal action to enforce this agreement shall only be brought in a court of competent jurisdiction in Licking County, Ohio.
2. **Defense and Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials (elected and appointed) as well as its employees, representatives, and agents from and against all claims, suits, demands, causes of action, judgments, proceedings, damages, losses, costs, and/or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to its performance of the Work. The Contractor also

agrees to pay any and all attorney’s fees incurred by the City, its officials (elected and appointed) as well as its employees, representatives, and agents in enforcing any of the Contractor’s defense or indemnification obligations. In all claims against the City, its officials (elected and appointed) as well as its employees, representatives, and agents by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefits acts.

3. **Insurance:** The provider shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the city, nor shall the provider allow any subcontractors to commence work on this subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved by the city.

a. *Comprehensive Liability & Automobile Coverage* – The provider agrees to maintain Comprehensive General Liability and Comprehensive Automobile insurance covering all operations directly or indirectly incident to the work under this contract whether such operations are by the provider or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained in the types and amounts herein specified for all work sublet, either by furnishing endorsements of their own liability insurance coverage or by requiring the subcontractor concerned to furnish their own liability insurance of the types and in the amounts herein specified. Such Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance shall provide coverage against claims for damages of personal injury, including accidental death, and for property damage which may arise from any operations under this contract. Without limitation of the generality of the foregoing requirements, such insurance shall include coverage from claims arising from liability assumed by the provider under this contract including third-party beneficiary liability coverage. Limits of coverage to be as follows:

i. <u>Commercial General Liability:</u>	
Bodily injury/property damage per occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$3,000,000
ii. <u>Commercial Automobile Liability:</u>	
Combined Single Limit (including owned, hired and non-owned vehicles)	\$1,000,000

b. *Worker’s Compensation Coverage* – The provider shall take out and maintain during the life of this contract, Workers’ Compensation Insurance for all of their employees employed on the project, and , in case any work is sublet, the provider shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by the provider.

c. *Employee Surety/Dishonesty Bond* – The provider must bond all employees who are performing the work and shall cover employees up to the sum of one hundred thousand dollars (\$100,000). In the event any work is sublet, the provider shall require the subcontractor similarly to provide such bonding on the latter’s employees, unless such

employees are covered by the protection afforded by the provider.

4. **Force Majeure:** For the purpose hereof, *force majeure* shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefor; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by *force majeure*. The party who is prevented from performing by *force majeure*: (1) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay; and (2) shall remedy such cause as soon as reasonably possible.
5. **Termination of Contract for Cause:** If, through any cause, the provider shall fail to fulfill in a timely manner and proper manner its obligations or if the provider shall violate any of the covenants, agreements or stipulations of the contract, the city shall thereupon have the right to terminate the contract by giving written notice to the provider of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the city, all finished or unfinished services, reports or other materials prepared by the provider shall, at the option of the city, become its property, and the provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the provider shall not be relieved of liability to the city for damage sustained by the city by virtue of breach of the contract by the provider and the city may withhold any payments to the provider for the purpose of set off until such time as the exact amount of damages due the city from the provider is determined.
6. **Termination of Contract for Convenience:** The city may terminate the contract at any time by giving written notice to the successful proposer of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the provider under the contract shall, at the option of the city, become its property. If the contract is terminated due to the fault of the successful proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the city as provided herein, the provider will be paid an amount as of the time notice is given by the city which bears the same ratio to the total compensation as the services actually performed, or material furnished bear to the total services/materials the successful proposer covered by the contract, less payments of compensation previously made.
7. **Municipal Income Tax:** The provider shall withhold all city income taxes due or payable under the provisions of the City of Pataskala municipal income tax code for wages, salaries and commissions paid to its' employees pursuant to Chapter 171 of the Codified Ordinances of the City of Pataskala, Ohio. The provider shall require its' subcontractors (if used) to withhold any such city income taxes due for services performed under this contract. The provider will be required to sign a tax affidavit attesting to any outstanding delinquent personal property taxes as required under ORS §5719.042.
8. **Other Miscellaneous Terms:**
  - a. *Payment Offset* - The city may, at its option, offset any amount due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the city

from the successful proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise and regardless of whether or not the debt due to the City has been reduced to a judgment by a court.

- b. *RFP Incorporated into Contract* – The successful proposer agrees that the RFP shall be incorporated and made part of any final contract.
- c. *Attorney Fees, taxes, etc.* – The city shall not in any way be obligated to pay Attorney's' fees or costs of collection, nor shall the city be liable for any taxes imposed on proposer.
- d. *Employee Conduct/Background Checks* – The successful bidder shall employ only honest and responsible employees, skilled in the tasks assigned to them. The successful bidder shall be responsible for all conduct of their employees and shall provide the city with a detailed listing of all employees or subcontractors working in the buildings in which services are requested.

The city requires that the successful bidder provide police verification on each of the successful bidder's employees assigned to service the city's facilities as to the absence of any record reflecting moral, felony, drug or other types of arrest that would be detrimental to the city or its residents using said buildings. The employee/subcontractor list shall be updated as new individuals are added to or removed from the list, along with providing the city with the new background verifications. The minimum acceptable police background check shall be from the community in which the employee or subcontractor resides. Evidence of such verification shall be obtained and delivered to the City Administrator or designees at the bidder's cost. This shall be done prior them providing the services. In addition to the aforementioned background checks, the city may also conduct its own background checks through the BCI, FBI or other such law enforcement agency.

The City Administrator or designee may require the successful bidder to dismiss from the worksite such employee/subcontractor or employees/subcontractors as he/she deems incompetent, careless, insubordinate or otherwise objectionable.

- e. *Items to be Provided by Proposer* – All materials, supplies, products, tools, equipment and transportation used in the cleaning process shall be furnished by Proposer. All cleaning products used shall be of the best quality and shall be harmless to the surfaces on which they are used.
  - f. *Items to be Provided by City:* - Products to be supplied by the city: toilet tissue, sanitary tissues, hand towels, hand soap for the soap dispensers, hand sanitizer for the sanitizer dispensers, trash can liners, toilet seat covers, paper towels, air fresheners, urinal cakes/mats and entry mats.
9. **Site Visits:** Bidders shall be provided with an opportunity to visit the sites, on May 8, 2019 at the following times and locations: (1) 9:00 am - City Hall (621 W Broad St); (2) 9:45 am - Police Station (623 W Broad St); and (3) 10:30 am - Old Town Hall (430 S Main St) to examine the areas to which their services are to be supplied and thoroughly familiarize themselves with all conditions of the property before preparing a bid. The submission of a bid shall constitute a representation that such examination has been made relying on that representation; the City will not recognize any claims for compensation for additional labor, equipment, or materials.

## **F. BID SECURITY**

- 1. Bidders shall submit with their proposals a certified check, cashier's check, letter of credit, or a

satisfactory bid bond in an amount equal to 10% of the estimated value of the contract executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. Certified checks or bid bonds will be returned to all except the 3 lowest and best bidders within 3 days after the opening of bids. The remaining certified check or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract; or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

#### **G. ALTERNATE PROPOSALS**

1. Any deviations from or exceptions to the specifications will not be accepted and will cause the bid to be considered not responsive to the bid solicitation.

#### **H. EXECUTION OF DOCUMENTS**

1. Proposals by a corporation must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign such proposal) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each corporate proposer must also submit evidence of good standing in the proposer's state of incorporation and that the proposer is qualified to conduct business in the State of Ohio. If the proposer is not qualified to conduct business in the State of Ohio, the proposer must represent and warrant to the city that such proposer will take all necessary steps to qualify to conduct business in Ohio if the proposer is the successful proposer. The failure of the proposer to submit within fourteen (14) days of Notice of Award evidence of its qualification to conduct business within the State of Ohio shall terminate the contract award unless the City Administrator determines it is in the best interest of the city.

#### **I. NON-COLLUSION AFFIDAVIT**

1. Each bidder shall complete the Non-Collusion Affidavit which is included as part of this Invitation to Bid.

#### **J. QUESTIONS**

1. If a bidder finds any omissions, discrepancies, or errors in, has questions concerning, or seeks an exception to anything in the documents contained in the Contact Documents, the bidder should notify the City as soon as possible and in no event later than seven (7) calendar days before the date of the bid opening. Any such inquiry should be directed to the Finance Director or Designee, 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062.
2. If the City in its sole discretion determines that a change or modification should be made to any of the Contract Documents or that an exception should be permitted, it will issue an Addendum to the specifications that will become a part of the Contract. Any written addenda to the specifications will, if issued, be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. No oral statement of the City shall be effective to modify any of the Contract documents.
3. A bidder's failure to comply with these conditions shall result in a waiver of its right to dispute any



condition, requirement, or provision of the Contract Documents.

#### **K. BASIS FOR AWARD**

1. The City will award the bid to the bidder which the City, in its sole discretion, determines to be the lowest and best bidder.
2. The City will not award the bid to any corporation, firm, or individual who is in arrears or in default to the City with regard to any debt, contract, security, or any other obligation.
3. The City reserves the right to award the services under this Invitation to Bid to any combination of separate bidders based on their bid prices.
4. In determining the successful bidder, the City may consider, in addition to price, the quality of work, the availability of the bidder, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide additional maintenance and service. The City may award the contract to a bidder other than the bidder submitting the lowest dollar bid. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to successful bidders, material suppliers or employees. In determining the lowest and best bidder, the following elements, in addition to these abovementioned, may be considered and given such weight as the City in its discretion may assign: Whether the bidder involved:
  - a) Has on its payroll or is able to prove that it customarily employs supervisory personnel of the type qualified to oversee on a regular basis the kind of work called for in the Contract Documents.
  - b) Shows or is able to demonstrate to the satisfaction of the City that it possesses the ability and capacity to successfully perform the work bid on through the satisfactory past performance of work of a similar size, scope and comparable dollar value to that of the work bid on. The bidder shall have maintained a high level of performance on such similar work continuously during the past three years.
  - c) Owns or possesses rented or leased equipment of the type customarily required by successful bidders in the performance of contract work and that such equipment, if needed, is available for this Invitation to Bid.
  - d) Has purchased materials over the past three years from suppliers who customarily sell same to successful bidders for similar work.
  - e) Is financially responsible to perform the work bid on. Is able to furnish references from other public owners indicating that it has satisfactorily completed contract work of the nature bid on and in a consistent manner.
  - f) Has a record of harmonious relationship with other public owners on prior state, municipal, or other projects. Prompt payment to subcontractors is one factor to be considered by the City.
  - g) Has an excellent record of accomplishment of past performance on state, and/or municipal projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.

- h) Is not on any list of firms disqualified from bidding pursuant to Ohio law or any other state or federal list.
  - i) Has not been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction. (provide documentation as to all such serious citations).
  - j) Has an acceptable employee turnover rate over the last three (3) years.
  - k) Has an acceptable average length of length of employment for current staff.
5. **Bid Form:** Bids will not be acceptable in any form other than as provided for by the Bid Proposal Form, including Price Sheet.
  6. **References:** Proposers shall provide a list of not less than five (5) current customers with their proposal, said information to include name and address of the firm, and contact names with their daytime phone number that can speak to the quality of services provided by the proposer, and addresses of facilities maintained by the prospective firm. The city reserves the right to request additional information with respect to the references and financial condition of the proposers, their subcontractors or personnel, which must be provided to the city in writing within five (5) days of any such request. Any bids not containing said information will be considered not responsive.
  7. **Past Legal Proceedings and Contract Terminations:** The Proposer shall provide a list of every judicial or administrative proceeding related to the procurement or performance of any public or private custodial cleaning contract instituted or concluded adversely against the Proposer's company or any subsidiary of the company within the last 7 years. In addition, the proposer shall present information concerning any contract that was terminated for cause or due to default.
  8. **Background Check:** Prior to the award of this contract, and upon being notified that it is the apparent low bidder, such bidder shall promptly submit a national criminal background check in a form acceptable to the City of Pataskala Chief of Police for all employees who will be working in City Buildings.

**L. RIGHT OF REJECTION IN WHOLE OR IN PART; WAIVER OF DEFICIENCIES**

1. The City reserves the right to reject or accept any or all bids in completely or in part; and to waive any non-material deficiencies in a bid if the City determines in its sole judgment that it is in the best interest of the City.

**M. SELECTION OF BIDDER AND EXECUTION OF AGREEMENT**

1. If it awards the Contract, the City will select the lowest and best bid that it deems to be in the City's best interest and issue a tentative NOTICE OF AWARD to the winning bidder. The award shall be subject to further discussions with the bidder that are deemed necessary by the City and to the execution by the bidder of an Agreement in the form contained in this Invitation to Bid. If the bidder does not execute the Agreement within five (5) business days of the NOTICE OF AWARD, the City may withdraw the NOTICE OF AWARD and enter into discussions with another bidder—in addition to and not limiting the City's other remedies.

## **N. TAX EXEMPTION**

1. The City of Pataskala is exempt from Federal Excise Taxes and Ohio Sales and Use Taxes and will provide exemption certificates upon request. Bidders shall avail themselves of these exemptions.

## **O. VENDOR SET-UP/IRS FORM W-9**

1. The successful bidder must provide the City of Pataskala with a completed W-9 form and the city's vendor set-up forms prior to beginning the service.

## **III. BIDDER QUALIFICATION STATEMENT**

**ON ANOTHER SHEET OF PAPER, ANSWER THE FOLLOWING REQUESTS. ENSURE THAT YOUR ANSWERS ARE CLEARLY MARKED TO CORRESPOND TO THE LETTER OF THE REQUEST YOU ARE ANSWERING.**

- A. Describe generally your availability to perform the work and number of staff available to perform work on the Contract.
- B. Describe your experience and list specific examples of other contracts you have worked within 3 years which are at least 50% of the price of this Contract. List contact references for each contract.
- C. Submit audited financial statements and/or federal tax returns for your company covering the last three years.
- D. List all other contracts of a similar nature to this Contract where you failed to perform properly, or to complete on time.
- E. Have you habitually, and without just cause, neglected the payment of bills or otherwise disregarded your obligations to subcontractors, material suppliers, or employees?
- F. Describe how you customarily employ supervisory personnel of the type qualified to oversee on a regular basis the kind of work called for in the Contract.
- G. List equipment of the type customarily required in the performance of the Contract work that you own or possess and describe whether such equipment, if needed, is available for this Contract.
- H. List suppliers who customarily sell products to successful bidders for similar services from whom you have purchased products or materials in the past three years.
- I. List other public owners on prior state, municipal, or other projects with whom you have contracted in the past three years. For each entity listed, provide a point of contact.
- J. Cite examples to demonstrate an excellent record of accomplishment of past performance on state, and/or municipal projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.
- K. List all willful or serious violations of OSHA, or of any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction.

**IV. BID PROPOSAL FORM**

**A. Bidder Certification**

**BIDDER** \_\_\_\_\_

The undersigned declares that it has visited the facilities and thoroughly examined the Contract Documents for the proposed work and that, if its bid is accepted, it will enter into the Agreement with the City in the form included with the Contract Documents, and that it will take in full payment therefore for the duration of the Agreement period, the lump sum or unit price applicable to each item of the work as stated in the following schedule.

We are pleased to submit the following proposal in response to the 2019 Municipal Facilities Maintenance and Cleaning Contract request for proposals.

Term/ Location	Year 1		Year 2	
	Monthly	Annual	Monthly	Annual
City Hall				
Police Station				
Old Town Hall				
<b>Total</b>				
	<b>Per Event</b>		<b>Per Event</b>	
Sterling Theatre				

Each price given is the final to the City and includes all taxes, overhead, and profit of the bidder. By submission of this Bid, each bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

**NOTE: FOR THE CITY TO CONSIDER THIS A VALID BID, THE BID MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE COMPANY WHO IS SUBMITTING THE BID. SUCH SIGNATURE WILL ATTEST TO THE FACT THAT ALL INSTRUCTIONS, GENERAL CONDITIONS, TECHNICAL SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY THE BIDDER.**

BY \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)

We have reviewed the Contract Documents and submitted 2 copies of our bid and included the City Specification sheet and do not take exception to any part of the Invitation to Bid or the Contract Documents. I/WE HAVE INCLUDED HEREIN THE REQUIRED CERTIFIED CHECK OR BID BOND FOR 10% OF THE BID AMOUNT.

\_\_\_\_\_  
(Legal Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_  
(Date)

The bidder is (circle one):

1. Corporation, licensed in the State of \_\_\_\_\_
2. Partnership
3. Individual or Sole Proprietor
4. Limited Liability Company (LLC), organized in the State of \_\_\_\_\_. If an LLC, please define the type of LLC you are organized under (please check one):  
 LLC-D (disregarded)    LLC-P (partnership)    LC-S (S-Corp)    LLC-C (C-Corp)
5. Other. (specify) \_\_\_\_\_

**NOTE:** If the bidder is a corporation or limited liability company, give below the names of its President or equivalent and its chief financial officer or equivalent, and general manager, if any; if a partnership give full names and residential addresses of all partners; and if an individual, give residential address if different from business address:

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

**NOTE:** IF THE BIDDER IS A CORPORATION, IT MUST COMPLETE THE CORPORATE AFFIDAVIT INCLUDED WITH THIS BID FORM. IF THE BIDDER IS ANY TYPE OF BUSINESS, OTHER THAN A SOLE PROPRIETORSHIP OR CORPORATION, THE BIDDER MUST SUBMIT EVIDENCE SUFFICIENT TO ESTABLISH THAT THE PERSON EXECUTING THE BID HAS THE REQUISITE AUTHORITY TO BIND THE BIDDING ENTITY UNDER OHIO LAW. FAILURE TO PRODUCE SUCH EVIDENCE WILL RESULT IN THE CITY DECLARING THE BID NOT RESPONSIVE.

**V. CORPORATE AFFIDAVIT (TO BE COMPLETED IF THE CONTRACTOR IS A CORPORATION)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he or she is  
(Name of Person Completing)

Secretary of \_\_\_\_\_, a Corporation organized and existing under  
(Name of Corporation)

and by virtue of the laws of the State of \_\_\_\_\_, and having its principal office  
(State of Incorporation)

at: \_\_\_\_\_ (Address),

\_\_\_\_\_ (City),

\_\_\_\_\_ (County), \_\_\_\_\_ (State).

Affiant further says that he is familiar with the records, minute books and by laws  
of \_\_\_\_\_  
(Name of Corporation).

Affiant further says that \_\_\_\_\_, \_\_\_\_\_ of the Corporation is  
(Name) (Title)

duly authorized to sign the Contract for the \_\_\_\_\_ for said Corporation by virtue  
(Project Name)

\_\_\_\_\_  
(State whether a provision of by-laws or a resolution of the Board of Directors),

\_\_\_\_\_  
(If by resolution, give date of adoption.)

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ (Affiant), \_\_\_\_\_ (Title) of \_\_\_\_\_ (the "Bidder"), after being cautioned and sworn, represent to the City of Pataskala, Ohio, the following: (check the appropriate statement)

At the time the Proposal was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property in Licking County.

OR

At the time the Proposal was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property in Licking County and that the amounts of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, are set forth below:

Taxes:	Penalties and Interest:	Counties:
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Print Name)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**VI. BID GUARANTY AND CONTRACT BOND (O.R.C. § 153.571)**

NOTE: This Bond form serves as both a Bid Bond AND a Contract Bond.)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_ as sureties are hereby held and firmly bound unto the City of Pataskala, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_, 2019, undertake Municipal Building Maintenance and Cleaning Services. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, and specifications, and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, and specifications, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, and specifications, therefore and to pay all lawful claims of laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or



laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
(Attorney-in-fact)

Printed Name & Title

Printed Name & Title

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Telephone & Fax Numbers

\_\_\_\_\_  
Name of Surety's Agent

\_\_\_\_\_  
Surety's Agent's Address

\_\_\_\_\_  
Surety's Agent's Telephone & Fax Numbers

The foregoing Bid Guaranty and Contract Bond is hereby approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Law Director

**VII. INSTRUCTIONS TO BIDDERS NOT USING THE COMBINED BID GUARANTY AND CONTRACT BOND**

The bond form on the previous page is both a bid guarantee and a contract bond. For bidders that desire to submit a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid instead of the Combined Bid Guaranty and Contract Bond, follow these instructions:

1. Complete the CERTIFIED CHECK, LETTER OF CREDIT, OR CASHIER'S CHECK DOCUMENT that follows.
2. Within 10 days of the Contract award, submit the Bond form that follows the CERTIFIED CHECK, LETTER OF CREDIT, OR CASHIER'S CHECK DOCUMENT in accordance with the requirements of these Contract Documents.

**VIII. CERTIFIED CHECK, LETTER OF CREDIT, OR CASHIER'S CHECK DOCUMENT**

Accompanying this proposal is a: (Check one; and, the amount must be 10% of bid)

Certified check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
Irrevocable Letter of Credit for \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
Cashier's Check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

and it is agreed that if this proposal is accepted and the undersigned fails to enter into a contract and give satisfactory contract bond within ten (10) days after such acceptance, the security represented in the document checked above shall be forfeited to the City of Pataskala, as liquidated damages.

The signers of this proposal, if not a corporation, are citizens of the United States.

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

THE FULL name of all persons, parties, or corporations interested in the foregoing bid as principals are as follows:

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

**IX. CONTRACT BOND (O.R.C. § 153.57)**

**KNOW ALL PERSONS BY THESE PRESENTS**, that we, the undersigned

\_\_\_\_\_ ("Contractor"), as principal, and

\_\_\_\_\_ as surety, are hereby held and firmly bound unto the  
City of Pataskala, Ohio ("Owner") as obligee, in the penal amount of

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly  
and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that whereas, the above-named principal did  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, enter into a contract with the Owner for  
related to \_\_\_\_\_ ("Project"), which said contract is made a part of  
this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor  
to be done and performed according to the terms of said contract; and shall pay all lawful claims of  
subcontractors, materialmen, and laborers, for labor performed and materials furnished in the  
carrying forward, performing, or completing of said contract; we agreeing and assenting that this  
undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for  
the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and  
effect; it being expressly understood and agreed that the liability of the surety for any and all claims  
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to  
the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect  
the obligations of said surety on its bond, and does hereby waive notice of any such modifications,  
omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Telephone & Fax Numbers

\_\_\_\_\_  
Name of Surety's Agent

\_\_\_\_\_  
Surety's Agent's Address

\_\_\_\_\_  
Surety's Agent's Telephone & Fax Numbers

The foregoing Contract Bond is hereby approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Law Director

**X. AGREEMENT FOR MUNICIPAL BUILDINGS MAINTENANCE AND CLEANING SERVICE  
CONTRACT CITY OF PATASKALA, OHIO**

This Agreement for Municipal Buildings Maintenance and Cleaning Service Contract (the "Agreement") is made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Pataskala, a municipal corporation located in Licking County, and State of Ohio (the "City of Pataskala" or "City"), and \_\_\_\_\_ (the "Contractor").

**WITNESSETH:** That for the consideration of the payments and mutual promises set forth here, Contractor and City Agree:

1. This Agreement includes and incorporates as if fully written here all of the following documents which are collectively referred to as the Contract Documents:
  - A. INVITATION TO BID
  - B. INSTRUCTIONS TO BIDDERS
  - C. BIDDER QUALIFICATION STATEMENT
  - D. BID PROPOSAL FORM
  - E. CORPORATE AFFIDAVIT (To be completed if the Contractor is a Corporation)
  - F. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
  - G. AGREEMENT FOR MUNICIPAL BUILDINGS MAINTENANCE AND CLEANING SERVICE  
CONTRACT CITY OF PATASKALA, OHIO
  - H. GENERAL CONDITIONS
  - I. TECHNICAL SPECIFICATIONS
  - J. BID GUARANTY
  - K. CONTRACT BOND (or combined Bid Guaranty and Contract Bond as applicable)

The Contractor agrees to provide the maintenance and cleaning services described in the Contract Documents for the fees set forth in the Bid Proposal Form. The Contractor also agrees to all of the terms and conditions set forth in the Contract Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the other Contract Documents or if any questions regarding the true construction or meaning of the documents arise, the same shall be decided by the City and such decision shall be binding and conclusive upon the Contractor.

2. **Contract Term:** The Agreement is for a term of two-years beginning on June 17, 2019 and ending on June 16, 2021. Upon the mutual agreement of the parties, the term of this agreement may be extended for additional one-year terms.
3. **Payment for Services Provided:** Payment for work fully performed is contingent upon the written approval of the City Finance Director or designee. The City shall pay the invoice within 30 days of such approval.
4. **Non-Employment Relationship:** The City and the Contractor are independent parties. Nothing

contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the City. The Contractor shall be solely responsible for any and all applicable taxes.

5. **Amendments**: This Agreement may not be altered or amended, except by written agreement of the parties.
6. **Entire Agreement**: It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.
7. **Validity**: The invalidity of one or more of the phrases, sentences, and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
8. **Ohio Law and Courts**: This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Ohio and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the Court of Common Pleas for Licking County, Ohio.
9. **Defense and Indemnification**: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials (elected and appointed) as well as its employees, representatives, and agents from and against all claims, suits, demands, causes of action, judgments, proceedings, damages, losses, costs, and/or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to its performance of the Work. The Contractor also agrees to pay any and all attorney's fees incurred by the City, its officials (elected and appointed) as well as its employees, representatives, and agents in enforcing any of the Contractor's defense or indemnification obligations. In all claims against the City, its officials (elected and appointed) as well as its employees, representatives, and agents by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.
10. **Compliance with Laws**: The Contractor shall comply with all federal, state, and local laws and regulations governing the Work and this Agreement, including without limitation health, safety, and environmental requirements.
11. **Insurance**: The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the General Conditions, with a company or companies authorized to do business in Ohio.

12. **No Assignment**: The Contractor shall not subcontract, transfer, or assign its obligations under this Agreement or any portion thereof without prior written consent of the City.
13. **Taxes and Fees**: Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all City income taxes due or payable under the provisions of Income Tax Ordinance (Chapter 171 of the City of Pataskala Codified Ordinances), for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such City income taxes due under this chapter for services performed under this Contract.
14. **Supervision**: The Contractor shall assign a competent Project Supervisor. At the City's request, the Contractor shall replace the Project Supervisor, provided that the request is reasonable. The City's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants.
15. **Suspension for Convenience**: The City may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine.
16. **Termination for Convenience**: The city may terminate the contract at any time by giving written notice to Contractor and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the Contractor shall, at the option of the city, become its property. If the contract is terminated due to the fault of the Contractor, termination of contract for cause relative to termination shall apply. Upon receipt of a written notice from the City terminating this Agreement without cause and for the City's convenience, the Contractor shall: (i) immediately cease performing the Work, unless otherwise directed by the City, in which case the Contractor shall take the action directed by the City, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the City, terminate all agreements with Subcontractors and suppliers. If this Agreement is terminated without cause and for the City's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the City will pay the Contractor only for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement.
17. **Termination of Contract for Cause**: If, through any cause, the provider shall fail to fulfill in a timely manner and proper manner its obligations or if the provider shall violate any of the covenants, agreements or stipulations of the contract, the city shall thereupon have the right to terminate the contract by giving written notice to the provider of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the city, all finished or unfinished services, reports or other materials prepared by the provider shall, at the option of the city, become its property, and the provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the provider shall not be relieved of liability to the city for damage

sustained by the city by virtue of breach of the contract by the provider and the city may withhold any payments to the provider for the purpose of set off until such time as the exact amount of damages due the city from the provider is determined.

18. **Execution:** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

**IN WITNESS WHEREOF**, the City of Pataskala, by its duly authorized representative, and the Contractor, by its duly authorized representative, have hereunto subscribed their names this \_\_\_\_\_, 2019.

**City of Pataskala, Ohio**

**CONTRACTOR**

\_\_\_\_\_  
Benjamin J. King  
City Administrator

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Approved as to form only:

\_\_\_\_\_  
Brian M. Zets, City of  
Pataskala Law Director



**CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned, Director of Finance for the City of Pataskala, Ohio, Licking County, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance as required by Ohio Revised Code §5705.01 to §5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
James M. Nicholson  
Finance Director

## **XI. GENERAL CONDITIONS**

### **A. CONTACTS**

1. The City Administrator or designee shall be the successful bidder's direct contact and periodic conferences will be held with the department head responsible for each building to review the status of work progress at the site. Written status reports may also be required.

### **B. EMPLOYEES**

1. The successful bidder shall employ only honest and responsible employees, skilled in the tasks assigned to them. The successful bidder shall be responsible for all conduct of their employees. The successful bidder shall furnish the City of Pataskala with a list of names, addresses, and ages of employees working in the buildings in which services are requested. The City may require police verification on each of the successful bidder's employees working on City property as to the absence of any record reflecting moral, felony, drug, or other types of arrest that would be detrimental to the City or its residents using said buildings. The minimum acceptable police background check shall be from the community in which the employee resides. Evidence of such check shall be obtained and delivered to the City Administrator or designee at the Bidder's cost.
2. In addition to the national background check referenced in the "Instructions to Bidders" section herein, the City may also conduct its own background checks through the BCI, FBI or other such agency.
3. The City Administrator or Designee may require the successful bidder to dismiss from the worksite such employee or employees as he/she deems incompetent, careless, insubordinate, or otherwise objectionable.

### **C. DAMAGE**

1. The successful bidder shall be fully and directly responsible for any and all damage to buildings and their contents caused by Contractor, its employees, or subcontractors including but not limited to theft attributable, directly or indirectly, in whole or in part, to its employees and/or as a result of doors and/or windows left unlocked by successful bidder's personnel. Bidder shall complete all work in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents. The successful bidder shall confine his/her activities to those areas necessary to complete the work and shall take all necessary steps to avoid damage to adjacent surfaces. Bidder shall repair or replace any areas that are damaged during the course of the work to the satisfaction of and no cost to the City.

### **D. WORK**

1. The City of Pataskala reserves the right to establish the order of priority for completion of the various services and to delete any portion of the service upon notification of the successful bidder. The hours of service are to be generally as follows; however, the final determination of the hours of service shall be arranged with the City Administrator or designee.
  - a) City Hall: Five (5) nights per week at a time to be designated by the City Administrator or Designee.
  - b) Police Station: Three (3) to Five (5) nights per week at a time to be designated by the Police

Chief or designee.

- c) Old Town Hall: Three (3) nights per week at a time to be designated by the City Administrator or designee.
- d) Sterling Theatre: The City's Police station houses the historic Sterling Theatre on the 3<sup>rd</sup> floor. Proposals should include the cost to clean the theatre, and would consist of sweeping/mopping floors, remove and empty trash, and wipe/clean seats. Services would only be necessary after scheduled events and only upon request.

#### **E. DEFENSE AND INDEMNIFICATION**

- 1. The successful bidder will be required, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its agents and employees from and against any and all liabilities, suits, judgments, proceedings, claims, damages, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to its performance of the Agreement. The successful bidder will also be required to pay any and all attorney's fees incurred by the City, its agents, or its employees in enforcing any of the successful bidder's defense or indemnification obligations. In any and all claims against the City or any of its agents or employees by any employee of the successful bidder or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts the successful bidder is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

#### **F. LOCATION AND DESCRIPTION**

- 1. Effective for the duration of this contract, the City reserves the right to hire a new City employee to provide custodial services at any of the above referenced municipal buildings. Should the City add any custodial staff to its workforce, the City will provide three (3) weeks' notice before terminating cleaning service at any of these buildings. The City reserves the right to terminate cleaning service at one or more buildings and this shall have no impact on the service or cost of service at the remaining buildings. The buildings listed are public buildings that the public visits on a regular basis and are expected to be maintained in a clean and presentable condition at all times. The City expects strict adherence with the specifications and the highest standard of cleanliness. The City will not tolerate less than satisfactory performance.

#### **G. COORDINATION WITH OTHERS**

- 1. During the progress of the work, the City, or others may be engaged in performing work within the buildings. The successful bidder shall coordinate the work to be done under this Invitation to Bid with the work of others, in such a manner as the City Administrator or designee shall approve or direct.

#### **H. PUBLIC SAFEGUARDS**

- 1. The successful bidder agrees to conduct the work at all times in such a manner that the general public shall not inconvenience needlessly nor shall it be wholly obstructed at any point.

## **I. OBLIGATIONS OF THE SUCCESSFUL BIDDER**

1. The successful bidder shall, at his own expense, provide all manner of supervision, labor, materials, apparatus, scaffolding, appliances, tools, machinery, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The successful bidder shall employ only competent workers and shall provide experienced supervisors.

## **J. OCCUPATIONAL SAFETY AND HEALTH ACT**

1. The applicable sections of the Occupational Safety and Health Act of 1970 (Williams- Steiger Act) shall apply and be made a part of this Invitation to Bid.

## **K. PERMITS, LAWS, CODES, AND ORDINANCES**

1. The successful bidder shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State, or National laws in any way limiting or controlling the actions or operations of those engaged in the services bid on or affecting the materials supplied to or by them.

## **L. WATER SUPPLY AND ELECTRICAL ENERGY**

1. The successful bidder may use the City's facilities to obtain the electrical energy and water supply necessary for cleaning purposes.

## **M. INSURANCE REQUIREMENTS**

1. The successful bidder shall, at its sole expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation to Bid insurance coverage covering the successful bidder and all of its agents, employees and other subcontractors against claims for injuries or losses to persons or property that are alleged to have arisen, directly or indirectly, in connection with the successful bidder's performance of the work. The "City of Pataskala, its employees, elected and appointed officials and agents" shall be named as Additional Insureds on a primary and non- contributory basis to the successful bidder's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section of the successful bidder's Certificate of Insurance. Insurance companies must be licensed by the State of Ohio; the City reserves the right to approve all carriers. Full disclosure of any nonstandard exclusion is required for all required coverages. Additionally, the successful bidder shall maintain at least:
  - a) Broad form commercial general liability coverage naming the "City of New Pataskala" as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than 3 times the required limit: \$1,000,000 Combined Single Limit (C.S.L.)
  - b) Automobile Liability coverage, including coverage for owned, hired, or borrowed autos: \$1,000,000 C.S.L.
  - c) Workers' Compensation Coverage (per Ohio law) and Employer's Liability Coverage: coverage A at statutory limits and coverage B at limits of 100,000/500,000/100,000; OR "Certificate of Solvency" issued by Ohio Workers' Compensation Commission for self-

insurers.

2. If any portion of the successful bidder's insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any.
3. The successful bidder shall direct its insurance carrier to provide the City with a Certificate of Insurance PRIOR TO commencing work. The Certificate shall specifically state that the City shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Director of Finance, City of Pataskala, 621 West Broad Street, Suite 2F, Pataskala, Ohio 43062. The Certificate shall evidence all required coverage. These insurance requirements are the City's general requirements. The successful bidder's insurance requirements are subject to final negotiations.

## **XII. TECHNICAL SPECIFICATIONS**

### **A. GENERAL CLEANING**

1. **Facilities Included:** Proposal applies to City Hall, the Police Department and Old Town Hall facilities. All areas of the buildings except storage and otherwise secured areas shall be covered by this Invitation to Bid. Fire apparatus rooms shall not be considered storage areas.
2. **Cleaning Schedule:** Contactor shall perform full cleaning service at the City Hall, the Police Department and Old Town facilities, on each of the number of days identified in Section XII.B below, at a time to be designated by the City Manager or designee. All weekly tasks shall be completed on the same day of the week during each week, semi-annual tasks shall be completed once during the first six months. The successful bidder shall notify the City Administrator or designee of the date on which he initially performed each task in order to establish anniversary dates to be used as a base in scheduling future performance of these tasks.
3. **Additional Work:** As the City of Pataskala deems necessary, additional municipal facilities may be included into this contract. Should this occur during the duration of this contract, pricing and scheduling of cleaning for each facility will be negotiated on an individual basis.
4. **Task Completion Log:** The successful bidder shall be required to complete and submit a task completion check list to the person in charge of each building and to the City Manager or designee for all weekly, monthly semi-annual and annual tasks.
5. **Tasks Not Performed:** Should a listed daily or weekly task not be completed on schedule, then the monthly payment shall be pro-rated for those daily or weekly tasks actually completed.
6. **City-Provided Materials:** The City will supply trash liners, liquid soap, toilet paper, and paper towels for all municipal buildings. The successful bidder will be responsible to install trash liners, the liquid soap, toilet paper and paper towels in each building as needed.
7. **Existing Environment:** Contractor shall not assume that the level of cleanliness that presently exists in each of the public buildings meets these specifications or is satisfactory to Pataskala. The successful bidder shall be required to assure that it meets all provisions of these specifications entirely and that it provides the City with clean and presentable buildings.
8. **Sanitation Standards:** To ensure a healthy and safe municipal facility environment in which to

work, all cleaning procedures must adhere to the highest standards as they relate to the health and well-being of all building occupants.

9. **Cleaning Chemical Applications:** Contractor must make every effort to use proven environmentally safe cleaning products, polishes, floor stripper, floor finishes, etc. All products for all applications must be provided (listed and indexed) for review by the City Administrator or designee before they are introduced into any municipal building.
10. **Labor, Supplies and Equipment to Be Supplied by Successful Bidder:** Provide all necessary labor, cleaning supplies, and cleaning equipment, in order to properly clean and maintain the municipal facilities.
11. **Cleaning Schedules:** A cleaning schedule must be provided by the successful bidder for daily cleaning operations (see personnel information below). Cleaning schedules shall accommodate and not interfere with the building usage, schedule of any activities, community activities, etc. which may use any part of the municipal facility during daytime and night time hours.
12. **Cleaning Complaints:** If a cleaning complaint cannot be resolved and cleaning procedures do not meet Pataskala's cleaning standards, there will be a deduction from the monthly invoice at the discretion of the City Administrator or designee. The City Administrator or designee will contact the cleaning successful bidder with the pertinent information and he will be given sufficient time to resolve any issues.
13. **Personnel Information:** Personnel list, reference checks, names, addresses, and phone numbers must be provided with revisions as they occur. The personnel list must show the facility to which they are assigned, responsibility, and daily hours of work. No new personnel shall be permitted to enter any City building without prior notice to the City and without first having provided the City with a criminal background check as referenced herein.
14. **Building Supervisor:** The successful bidder shall assign a supervisor to be assigned to Pataskala's municipal buildings to oversee all cleaning procedures and must be supervising during cleaning hours. Additional responsibilities will be to maintain a daily "check cleaning log" and to provide a monthly cleaning survey to the City Manager or designee or as directed. The Building Supervisor must meet with the City Manager or designee at least once a month to discuss cleaning status and any issues of concern. The Building Supervisor assigned to each municipal facility is responsible for all cleaning procedures.
15. **Record of Activity:** The Building Supervisor must be able to communicate verbally and in writing in English regarding all cleaning responsibilities. Log Book Procedures – A log book must be provided and used daily by the cleaning successful bidder at each building in order to sign in and out, record start and end of work shift, description of cleaning issues and response to cleaning issues.
16. **MSDS Procedures:** An MSDS book must be provided and maintained for all listed products used at each municipal facility and wall mounted in each custodial closet. A district wide Master Copy must be provided to the City Manager or designee and must be updated as required.
17. **Vacuuming Procedures:** All carpeted flooring must be vacuumed daily, preferably with a HEPA-quality vacuum. Filters must be changed as needed. Cleaning personnel must be properly trained in the usage and maintenance of all equipment.
18. **Carpet Extraction Procedures:** Early-Spring (March/April) and again late-Fall

(October/November) carpeting must be steam extracted and disinfected. A minimum of 200 degrees F. must be maintained at the nozzle and carpets must be thoroughly dried within twelve (12) hours. Prior to commencing this work, the City Administrator or designee must approve a schedule for each building.

19. **Resilient Flooring Procedures:** Following floor care cleaning approved by the manufacturer. Note: all offices, lobby areas, corridors, and entrances must maintain a minimum of 3 coats of floor finish containing 20%-25% solids when dry. Floors must be ultra-high speed burnishable.

**B. FACILITY-SPECIFIC CLEANING WORK & FREQUENCY**

**City Hall – 621 W. Broad Street**

General Cleaning	Frequency
Clean interior and exterior entrance and partition glass, remove smudges	5 times per week
Service exterior waste receptacles and smoking urns	5 times per week
Empty waste receptacles and replace liners	5 times per week
Wipe outside of waste receptacles and surrounding wall	As Needed
Sanitize door handles, frames, and light switches	5 times per week
Dust horizontal surfaces of desks, credenzas, tables, filing cabinets etc.	5 times per week
Clean and sanitize drinking fountains/coolers	5 times per week
Clean and sanitize telephones and office equipment	5 times per week
Clean/disinfect hand railing in lobby	5 times per week
Check elevator for cleanliness and clean as needed	5 times per week
Dust Everything in Council Chambers	5 times per week
Clean glass fronts of Finance, Clerk of Courts, Administration and Planning & Zoning	1 time per week
Vacuum and/or wipe fabric/leather/plastic furniture	1 time per month
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

Floor Maintenance	Frequency
Vacuum entry mats	5 times per week
Vacuum all carpeted areas	5 times per week
Vacuum/sweep all hard surface areas	5 times per week
Spot clean carpet for spills/stains	As Needed
Mop all hard surface floors with germicidal cleaner using dual-bucket, color coded system	5 times per week
Carpeted areas to be cleaned using steam extraction or other appropriate method	2 times per year
Tile/resilient flooring to be striped and waxed (two coats) where appropriate	Annually

Kitchen/Break Area	Frequency
Empty waste receptacles and replace liners	5 times per week
Clean and disinfect sink, counters, tables and chairs	5 times per week
Clean and disinfect exterior of appliances	5 times per week
Wipe outside of waste receptacles and surrounding wall	5 times per week
Clean microwave's interior and exterior	5 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	5 times per week

<b>Kitchen/Break Area</b>	<b>Frequency</b>
Restock paper and soap products	5 times per week
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

<b>Restrooms</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	5 times per week
Wipe outside of waste receptacles and surrounding wall	5 times per week
Clean and polish dispensers, fixtures and mirrors	5 times per week
Clean and sanitize sinks, toilets and urinals	5 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	5 times per week
Restock paper and soap products	5 times per week
Clean and sanitize sanitary napkin dispensers	5 times per week
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

**Police Station – 623 W. Broad Street**

<b>General Cleaning – Public Areas</b>	<b>Frequency</b>
Clean interior and exterior entrance and partition glass and remove smudges	5 times per week
Service exterior waste receptacles and smoking urns	5 times per week
Empty waste receptacles and replace liners	5 times per week
Wipe outside of waste receptacles and surrounding wall	As Needed
Sanitize door handles, frames, and light switches	5 times per week
Dust horizontal surfaces of desks, credenzas, tables, filing cabinets etc.	5 times per week
Clean and sanitize drinking fountains/coolers	5 times per week
Clean and sanitize telephones and office equipment	5 times per week
Clean/disinfect hand railing in lobby	5 times per week
Vacuum training room carpet	1 time per week
Wipe down tables in training room	1 time per week
Vacuum and/or wipe fabric/leather/plastic furniture	1 time per month
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

<b>General Cleaning – Non-Public (Office) Areas</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	3 times per week
Wipe outside of waste receptacles and surrounding wall	As Needed
Sanitize door handles, frames, and light switches	3 times per week
Dust horizontal surfaces of desks, credenzas, tables, filing cabinets etc.	3 times per week
Clean and sanitize drinking fountains/coolers	3 times per week
Clean and sanitize telephones and office equipment	3 times per week
Vacuum and/or wipe fabric/leather/plastic furniture	1 time per month
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month



<b>Floor Maintenance – Public Areas</b>	<b>Frequency</b>
Vacuum entry mats	5 times per week
Vacuum all carpeted areas	5 times per week
Vacuum/sweep all hard surface areas	5 times per week
Spot clean carpet for spills/stains	As Needed
Mop all hard surface floors with germicidal cleaner using dual-bucket, color coded system	5 times per week
Carpeted areas to be cleaned using steam extraction or other appropriate method	2 times per year
Tile/resilient flooring to be striped and waxed (two coats) where appropriate	Annually

<b>Floor Maintenance – Non-Public (Office) Areas</b>	<b>Frequency</b>
Vacuum all carpeted areas	3 times per week
Vacuum/sweep all hard surface areas	3 times per week
Spot clean carpet for spills/stains	As Needed
Mop all hard surface floors with germicidal cleaner using dual-bucket, color coded system	3 times per week
Carpeted areas to be cleaned using steam extraction or other appropriate method	2 times per year
Tile/resilient flooring to be striped and waxed (two coats) where appropriate	Annually

<b>Kitchen/Break Area</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	5 times per week
Clean and disinfect sink, counters, tables and chairs	5 times per week
Clean and disinfect exterior of appliances	5 times per week
Wipe outside of waste receptacles and surrounding wall	5 times per week
Clean microwave's interior and exterior	5 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	5 times per week
Restock paper and soap products	5 times per week
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

<b>Public Restrooms</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	5 times per week
Wipe outside of waste receptacles and surrounding wall	5 times per week
Clean and polish dispensers, fixtures and mirrors	5 times per week
Clean and sanitize sinks, toilets and urinals	5 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	5 times per week
Restock paper and soap products	5 times per week
Clean and sanitize sanitary napkin dispensers	5 times per week

<b>Locker Rooms</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	3 times per week
Wipe outside of waste receptacles and surrounding wall	3 times per week
Clean and polish dispensers, fixtures and mirrors	3 times per week
Clean and sanitize sinks, toilets and urinals	3 times per week

<b>Locker Rooms</b>	<b>Frequency</b>
Mop floors with germicidal cleaner using dual-bucket, color coded system	3 times per week
Restock paper and soap products	3 times per week
Clean and sanitize locker room showers	3 time per week
Clean and sanitize sanitary napkin dispensers	3 times per week

<b>Detention Facilities</b>	<b>Frequency</b>
Clean unoccupied cells as needed	1 time per week
Clean and sanitize sinks, toilets and urinals	1 time per week
Mop all floors with germicidal cleaner using dual-bucket, color coded system	1 time per week
Restock paper and soap products	1 time per week
Wipe all cleared desks, office furniture and other horizontal surfaces with disinfectant or polish depending upon surface type	1 time per week
Spot clean removing fingerprints, dirt smudges, etc. from all doors, frames and light switches	1 time per week
Empty waste receptacles and replace liners	1 time per week

**Old Town Hall – 430 South Main Street**

<b>General Cleaning</b>	<b>Frequency</b>
Clean interior and exterior entrance and partition glass, remove smudges	3 times per week
Service exterior waste receptacles and smoking urns	3 times per week
Empty waste receptacles and replace liners	3 times per week
Wipe outside of waste receptacles and surrounding wall	As Needed
Sanitize door handles, frames, and light switches	3 times per week
Dust horizontal surfaces of desks, credenzas, tables, filing cabinets etc.	3 times per week
Clean and sanitize drinking fountains/coolers	3 times per week
Clean and sanitize telephones and office equipment	3 times per week
Clean/disinfect hand railing in lobby	3 times per week
Vacuum and/or wipe fabric/leather/plastic furniture	1 time per month
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

<b>Floor Maintenance</b>	<b>Frequency</b>
Vacuum entry mats	3 times per week
Vacuum all carpeted areas	3 times per week
Vacuum/sweep all hard surface areas	3 times per week
Spot clean carpet for spills/stains	As Needed
Mop all hard surface floors with germicidal cleaner using dual-bucket, color coded system	3 times per week
Carpeted areas to be cleaned using steam extraction or other appropriate method	2 times per year
Tile/resilient flooring to be striped and waxed (two coats) where appropriate	Annually

<b>Kitchen/Break Area</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	3 times per week

<b>Kitchen/Break Area</b>	<b>Frequency</b>
Clean and disinfect sink, counters, tables and chairs	3 times per week
Clean and disinfect exterior of appliances	3 times per week
Wipe outside of waste receptacles and surrounding wall	3 times per week
Clean microwave's interior and exterior	3 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	3 times per week
Restock paper and soap products	3 times per week
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust all blinds, ledges and window sills	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month

<b>Restrooms</b>	<b>Frequency</b>
Empty waste receptacles and replace liners	3 times per week
Wipe outside of waste receptacles and surrounding wall	3 times per week
Clean and polish dispensers, fixtures and mirrors	3 times per week
Clean and sanitize sinks, toilets and urinals	3 times per week
Mop floors with germicidal cleaner using dual-bucket, color coded system	3 times per week
Restock paper and soap products	3 times per week
Clean and sanitize sanitary napkin dispensers	3 times per week
Dust high/low incorners, walls and baseboards for cobwebs	1 time per month
Dust ceiling vents, light fixtures and picture frames	1 time per month