EST 1808
CITY OF
DELAWARE
OHIO

NOTICE TO BIDDERS

General Notice

Pursuant to Article XV Sections 73-75 of the Delaware Charter, sealed bids will be received by the City of Delaware, Ohio at the Public Works Department, 440 East William Street, Delaware, Ohio, 43015 through e-mail (rfought@delawareohio.net), only until Monday, December 23, 2024, at 8:00 a.m. and opened immediately thereafter, for the following:

Contract	Estimate of Cost
Project Name: 2025 City of Delaware Custodial Services	**Base Bid:** None

In accordance with the plans and specifications prepared by and/or for the City of Delaware and on file at the Parks and Rec Department, the Project includes the following Work:

> This project consists of cleaning public facilities at four locations within the City from January 1, 2025 –December 31, 2025. The agreement may be extended for a total of two (2) additional one (1) year periods following the first year, upon written agreement of both the City and Vendor.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is the City of Delaware Public Works Department, 440 E. William St. Delaware, OH 43015. The Issuing Office will only provide copies of the Bidding Documents to prospective Bidders electronically using e-mail (rfought@delawareohio.net).

Bids will be received by the City of Delaware electronically through e-mail (rfought@delawareohio.net), only. All official notifications, addenda, and other Bidding Documents will be offered only through the City Website (www.delawareohio.net). Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated City Website (www.delawareohio.net).

Each Bid must be accompanied by a Bid Guaranty meeting the requirements 153.54 to 153.57 of the Ohio Revised Code and as required by the Bidding Documents.

Pre-bid Meeting

A non-mandatory pre-bid meeting for the Project will be held on Thursday, December 12, 2024, at 10:00 a.m. at Public Works 440 East William Street. The meeting will include a tour of all facilities pertaining to the bid project. All participants should sign in once they arrive. After we are done at the Public Works building, we will continue to the remaining building sites.

Prospective Bidders may address inquiries to Ryan Fought at (740) 203-1831, rfought@delawareohio.net. All inquiries must be submitted no later than Monday, December 20, 2024 at 12:00 p.m. local time.

No Bidder may withdraw his/her Bid within sixty (60) days after the actual date of the opening thereof. The City of Delaware reserves the right to reject any or all Bids, to waive any informality and to award the Bid or Bids to the lowest responsive and responsible Bidder as deemed to be in the best interest of the City, as determined by the City Manager.

This Notice to Bidders posted on the City's Website is issued by:

Owner: City of Delaware
By: Paul J. Brake
Title: City Manager
Date: Thursday, December 5, 2024

AGREEMENT

Between

The City of Delaware

And

_____

THIS AGREEMENT made this _____ day of _____, 2024 in Delaware, Ohio by and between the City of Delaware, hereinafter referred to as the City and_____, hereinafter referred to as the Vendor.

WITNESSETH

WHEREAS, the City Manager has the power to enter into a contract for the benefit of the City where funds have been appropriated in accordance with Sections 73-75 of the Delaware Charter.

WHEREAS, the Vendor recognizes that its own purposes will be served hereby;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed by and between the City and the Vendor as follows:

1. CONTRACT DOCUMENTS

   Contract Documents consist of this agreement, bidding specifications and scope of services. These form the Contract, are incorporated into this Agreement by reference and area as fully a part of the Contract as if attached to this Agreement or repeated herein, and shall remain in effect during the life of the Contract.

2. OFFER AND ACCEPTANCE

   The City offers the Vendor a Contract for performing custodial services in the City of Delaware in accordance with the bid specifications. All work and services are guaranteed for one year following the completion of the entire project.

3. FEE

The City and the Vendor agree to a total annual fee of $_____ for the entire contract year. The annual charge per location is as follows:

Fee Schedule for Custodial Services		
Facility Location	**Monthly Fee**	**Annual Fee**
Public Works		
City Hall		
Justice Center		
Planning Dept.		
Mingo		
Mingo Pool		
Total Fee:		
Special Call-Out Fee Per Occurrence		
	Minimum Per Occurrence	**Hourly Rate per person**
Fees		

4. LENGTH OF CONTRACT

This contract shall be in full force commending on January 1, 2025, and continuing through December 31, 2025. The agreement may be extended for a total of two (2) additional one (1) year periods following the first year, upon written agreement of both the City and Vendor. If, for any reason, either party determines that it is no longer in their best interest to remain

within the agreement, that party may notify the other in writing no less than thirty (30) days prior to the intended date of termination of services.

5. LIMIT OF AUTHORITY

The Vendor shall have no authority to act as the City's agent in any way unless specifically authorized by the City through the City Manager in writing.

6. INDEPENDENT VENDOR

Neither the Contract, nor any rights, duties, or obligations described in the Contract Documents may be assigned by the Vendor without the express written consent of the City.

7. ASSIGNMENT

Neither the Contract nor any rights, duties or obligations described in the Contract Documents may be assigned by the Vendor without the prior express written consent of the City.

8. INTERPRETIVE PROVISIONS

At all times, the contract will inure to the benefit of and constitute a binding obligation on the City and the Vendor and respective successor and assigns. The Contract Documents constitute the entire agreement between the City and the Vendor and supersede all prior understandings or agreements, written or oral. All terms of the contract are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of the Contract and the Contract shall be construed as if such invalid terms were not contained herein. The laws of the state of Ohio and the City of Delaware shall govern the interpretation and enforcement of this Agreement.

9. PUBLIC RECORDS

Vendor will comply with the public records laws of the State of Ohio and will inform the City of any public records requests that he/she/it receives. Contractor hereby certifies that all

applicable parties listed in Division (I) or (J) of O.R.C. 517.13 are in full compliance with O.R.C. 3417.13.

City:
City of Delaware, Ohio

(individual's signature)

Date:

(date signed)

Name: Paul J Brake
(typed or printed name of organization)

By:

(typed or printed)

Title: City Manager

(typed or printed)

Vendor:

(individual's signature)

Date:

(date signed)

Name:
(typed or printed name of organization)

By:

(typed or printed)

Title:

(typed or printed)

Approved as to form:

By:

(individual's signature) Name:

Natalia Harris

(typed or printed)

Title: City Attorney

(typed or printed)

Fiscal Officer's Certification of Available Funds:

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this contract.

By:

_____

(individual's signature) Date:

_____

(date signed)

Name: Rob Alger

_____

(typed or printed)

Title: Finance Director

_____

(typed or printed)

SCOPE OF SERVICES

1. Scope Of Services (Vendor requirements): The following identifies the responsibilities of the vendor in the performance of the custodial services agreement.
    a. Perform specified custodial services within the City facilities in accordance with the Schedules of Services for each facility. All services shall occur during specified times to limit interference with daily City business and activities.
    b. Supply all cleaning agents, chemicals, cleaning rags, towels, equipment, including but not limited to cleaning carts, vacuums, carpet cleaners, floor buffers, etc.
    c. Resupply restrooms and kitchen areas with hygienic items as provided by the City.
    d. Maintain an updated and accurate list of all personnel assigned to City facilities and make this information available to the City's Representative. All personnel shall be 18 years of age or older.
    e. Designate and provide an on-site "Supervisor" dedicated to overseeing, monitoring, and instructing and otherwise managing all assigned custodial personnel during all hours when services are being rendered. The Supervisor will act as the City's point of contact for all issues, concerns, or related communication.

f. Provide contact telephone number(s) for the Vendor's business office and for the Vendor's "Supervisor" during normal business hours and at all times when custodial services are to be provided to City facilities.
g. Provide monthly invoicing at the end of each month for which services have been rendered.
h. The Vendor's Supervisor shall be responsible for:
i. Attending all training provided by the City regarding cleaning expectations, building access and security system operation.
    ii. Provide necessary training to Vendor's custodial personnel assigned to City facilities.
    iii. Supervise daily cleaning activity in each facility.
    iv. Provide advanced coordination with the City Representatives for custodial services restricting access to specific areas, such as carpet cleaning and flooring maintenance.
    v. Provide completed daily service logs for each facility and leave a copy at designated locations when work in that facility has been reviewed and approved by Supervisor.
    vi. Notify City Representatives when supplies for hygienic products supplied by the City are low, in advance of stock being depleted.
    vii. Replace any of Vendor's personnel that are unable to perform duties in accordance with the terms of this agreement, or that have been identified as no longer being compliant with criminal background requirements.

2. Scope of Services (City Requirements): The following identifies the responsibilities of the City in the performance of the custodial services agreement.
    a. Assign a "Representative" from the Building Maintenance Division to act as the point of contact for all issues, concerns and questions regarding the performance of the custodial cleaning agreement.
    b. The City will provide training to the Vendor's Supervisor assigned to provide daily oversight and management to the Vendor's approved custodial personnel. Training

will include review of custodial tasks identified in the Schedule of Services, City expectations, facility locations, access and security system management.

c. Provide hygienic supplies and products as required for each facility, including toilet tissue, paper towels, hand soap, and plastic trash liners for trash receptacles. These supplies shall be stocked at each facility and available for use by the Vendor for replacement in each facility area as required.
d. Provide a location at each facility for Vendor to store cleaning supplies and equipment.
e. Provide the Vendor with security system access cards or key fobs for each facility. Lost or misplaced cards/fobs will be replaced at the Vendor's expense.
f. The City will process payment for all monthly invoices received within thirty (30) days of initial receipt.

3. Location of City Facilities: All City facilities are located within the corporate limits of the City of Delaware, Ohio, and the following addresses. Parking is available at each location for custodial personnel.

Public Works Department	440 E. William St.
City Hall	1 S. Sandusky St.
Justice Center	70 N. Union St.
Planning Department	18 E. William St.
Mingo Park Offices	500 Lincoln Ave.

4. Hours and Frequency of Custodial Services: All custodial services shall be performed during the following times as specified for each individual location. Special arrangements for holidays or other days when the City's normal business hours are suspended shall be made directly between the Vendor's Supervisor and City Representative.

Public Works Department	Week Nights, Monday - Friday after 3 p.m.
City Hall	Week Nights, Monday – Friday after 5 p.m.

Justice Center	Nightly, Monday – Sunday after 5 p.m.
Prosecution Department	Weeknights, Monday-Friday 3pm- 5pm
Planning Department	Weeknights, Monday – Friday after 5 p.m.
Mingo	Week Nights Monday – Friday after 5 p.m.

5. Criminal Background Check Requirements and Age Requirements at least 18 years of age: During the performance of custodial services, Vendor's personnel will have access to areas containing sensitive information, records, materials, etc. All personnel assigned by the Vendor are subject to a standard criminal background check administered through the City Police Department. It is the Vendor's responsibility to screen potential personnel so as not to assign an individual with a criminal history that would prevent them from being approved for work within City facilities. The City Police Department will review, approve and/or deny acceptance of each Vendor employee, including the Vendor's designated Supervisor. Criminal background checks can take up to two weeks to complete. The cost of each background check is responsibility of the Vendor to pay at time service is rendered.

6. Penalty for Failure to Perform: The City Representative will evaluate the quality and completeness of the custodial services to the various City facilities and communicate directly with the Vendor's Supervisor regarding any deficiencies that need to be addressed. If the deficiency is not corrected, the City Representative will provide written notice concerning the delinquency both to the Vendor's Supervisor and Vendor's Office. Once a written notification issued for a particular deficiency, the City will deduct Fifty Dollars ($50) from the Vendor's monthly fee for each time the specified deficiency reoccurs.

7. Definitions & Schedule of Services: The Vendor shall provide custodial services to the facilities identified in the Agreement and in accordance with the Schedule of Services below.

In some cases, the minimal acceptable Frequency of Service is established. For all other items, it is up to the vendor to select whether the item is included in the proposal, and to include the proposed Frequency of Service for those items. For purposes of clarity, the frequency of service terms is further defined as:

FREQUENCY OF SERVICE	
Occurrence	Definition
Intermittent	Service occurs three nights per week, Monday, Wednesday & Friday
Week Nights	Service occurs nightly, Monday- Friday
Week Days	Service occurs daily, Monday - Friday
Nightly	Service occurs nightly, Monday - Sunday
Weekly	Service occurs once per week
Bi-Weekly	Service occurs every other week
Monthly	Service occurs once per calendar month
Daily	Service occurs, Monday - Sunday
Quarterly	Service occurs once every three months
Semi-Annually	Service occurs once every six months
Special Call Out	Service by special arrangement with the City for unpredicted incidents requiring custodial services

Schedule of Services

ITEM	WORK ITEM DESCRIPTION	FREQUENCY OF SERVICE
	Public Areas	
1	Spot clean restroom walls with germicidal cleaner	Week Nights
2	Clean restroom commodes, urinals, lavatories, mirrors, dispensers and partitions with germicidal cleaner/sanitizer.	Week Nights
3	Wet mop restrooms with germicidal cleaner.	Week Nights
4	Restock paper and soap products in restrooms and kitchen areas as required.	Week Nights
5	Clean and sanitize drinking fountain(s).	Week Nights
6	Empty waste receptacles in public areas and install new liner. Remove trash to designated location.	Week Nights
7	Vacuum all carpeted public areas and elevator floor; Spot treat stains in carpet.	Weekly
8	Remove debris from all floors, stairwells, elevators and inside and outside entrances.	Week Nights
9	Sweep and damp mop all tile, masonry and resilient flooring, including building entrances.	Week Nights
10	Clean interior and exterior windows of all public entrance's doors.	Week Nights
11	Clean polished concrete floors with walk behind scrubber (Public Works Building)	Week Nights
	Special Justice Center Items	
1	Sanitize shower, locker room and lab areas	Nightly
2	Clean Jail holding areas, cells and restroom using germicidal cleaners approved for communicable disease. Access must be arranged through Police Shift Commander.	Week Nights
3	Persecutor's Office/Area to be cleaned between 4PM and 5PM.	Weeknights
4	Dust exposed furniture, ledges, sills, pictures; wall clocks (Including Library).	Nightly
5	Dust, sweep and remove trash (Sally Port)	Nightly

6	Dust furniture and pictures in lobby, jury assembly and deliberation rooms.	Nightly
7	Clean glass in doorway entrances to courtrooms and offices.	Nightly
8	Unscheduled call-outs to provide cleaning outside of agreed custodial service hours to perform cleaning of floors/walls. Provide a per occurrence cost for this item if included with proposal.	Per Occurrence
	Private Offices, Common Areas and other Items	
1	Vacuum all carpeted areas of private offices; Spot treat stains in carpet.	Week Nights
2	Clean security window glass at all reception areas. (Both sides)	Week Nights
3	Empty all office recycling containers and remove materials to designated location.	Week Nights
4	Clean kitchen counters, refrigerator and microwave exteriors with germicidal cleaner.	Week Nights
5	Clean break area tables with germicidal cleaner and damp wipe chairs.	Week Nights
6	Empty waste receptacles from private offices and install new liner. Remove trash to designated location.	Week Nights
7	Spot clean doors, doorframes, walls, light switches and railings in public areas.	Week Nights
8	Dust exposed furniture, ledges, sills, pictures, wall clocks, artificial plans.	Week Nights
9	Wash elevator walls	Week Nights
10	Clean exposed surfaces of exterior waste receptacles at building entrances	Nightly
11	Purge open floor drains with disinfectant solution.	Nightly
12	Clean interior window ledges, sills and frames	Week Nights
13	Clean interior trash receptacles with germicidal cleaner	Week Nights
14	Vacuum all upholstered furniture	Week Nights
15	Clean interior side of windows	Week Nights
16	Clean light fixtures & lenses	Week Nights
17	Clean ventilation diffuser and return grills in ceiling and walls	Week Nights

Facility Notes: The following provisions shall apply as further defined:

a. City Hall – 1 S. Sandusky St.: Includes all offices, cubicle areas, meeting rooms, hallways, break room, kitchen, common areas, restrooms, stairwells, elevator and public entrances located on all levels of the facility. Work in and around Council Chambers must be performed when meetings are not in session. No work is required in subbasement level HVAC and storage rooms.

b. Public Works Facility - 440 E. William St.: Includes all offices, cubicle areas, meeting rooms, hallways, restrooms, kitchen and common areas located in the Administrative wing of the facility, and one restroom located in the Streets Maintenance Building. Refuse Building includes restroom and mop sink cleaning.

c. Justice Center – 70 N. Union St.: Includes all offices, cubicle areas, meeting rooms, hallways, break room, kitchen, jail areas, restrooms, common areas, stairwells, elevators, and public entrances located in all levels of the facility.

d. Planning Department- 18 East William Street-.: Includes all offices, cubicle areas, meeting rooms, hallways, break room, kitchen, common areas, restrooms, stairwells, and public entrance.

e. Mingo – 500 East Lincoln Ave.- Includes all offices, cubicle areas, meeting rooms, hallways, restrooms, common areas located in the Administrative wing of the facility, and restroom.

f. Mingo Pool- 500 East Lincoln Ave.- Includes all locker rooms, restrooms, lobby, and lifeguard rooms.

g. Special Call-Out – Vendor shall provide a minimal call-out charge and hourly rate for work performed outside of scheduled custodial services. Such call out may occur on any day and at any hour in the event of an emergency requiring cleaning services.

FEE SCHEDULE

Owner :	City of Delaware, Ohio		
Project ::	2025 City of Delaware Custodial Services	Bid No.:	12-20
Bidder :			

A	B	C	D	E	F	G	H
Ref. ID	Item	Item Ext.	Description	Quantity	Unit	Unit Price ($)	Extended Price (E X G) ($)
CUSTODIAL SERVICES							
1	PW1	01000	Custodial Services for Public Works Facility	12	MTH		0.00
2	CH1	02000	Custodial Services for City Hall Facility	12	MTH		0.00
3	JC1	03000	Custodial Services for Justice Center Facility	12	MTH		0.00
4	PD1	04000	Custodial Services for Planning Department Facility	12	MTH		0.00
5	M1	05000	Custodial Services for Mingo Facility	12	MTH		0.00
6	MIP	06000	Custodial Services for Mingo Pool	5	MTH		0.00
7	Special	07000	Special Call-Out Fee Per Occurrence	1	Each		0.00
8	Special	08000	Special Call-Out Hourly Rate Per Person	1	Each		0.00
						Informal Total of All Base Bid Items	0.00