



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Cleaning & Maintenance Services

Municipal Building, Service Center, Tallmadge Police Department

Bids due by: *February 14, 2023 @ 10 a.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

David G. Kline, Mayor
Michael Rorar, Director of Public Service

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ■ Fax 330-633-1359

City of Tallmadge Department of Public Service Invitation to Bid

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Tuesday, February 14, 2023. (City Hall is open for public access Monday thru Friday from 9:00 a.m. to 3:00 p.m.) Bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

Cleaning & Maintenance Services

It is the intent of the City of Tallmadge (the City) to establish a contract to provide cleaning services as outlined in the Invitation to Bid. The term of the contract will be for one (1) year with (2) one-year renewals, beginning March 1, 2023.

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org/bids>

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

Each bid must be accompanied by a Bid Guaranty, in accordance with Section 153.54 of the Ohio Revised Code. Each bidder shall submit either a Bid Guaranty bond in the amount of 100%, OR a certified check in the amount of 10% of the proposal, made payable to the CITY OF TALLMADGE. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

The award of this contract shall be to the lowest and best bidder. The City of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge

The bidder is responsible for monitoring the above-named website for any official addenda.

Please contact Tina Fiocca in the Public Service Department at tfiocca@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 2023-28

Published in the Akron Beacon Journal:
January 29, 2023

Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- Cover sheet (Page 1)
- Invitation to Bid (Page 2)
- Table of Contents and Bidder's Checklist (Page 3)
- Section I: Instruction to Bidders (Pages 4 - 5)
- Section II: Bid Forms (Pages 6 - 20)
 - Bid Form List
 - Bid Form 1: Note
 - Bid Form 2: Bid Guaranty and Contract Bond
 - Bid Form 3: Non-Collusion Affidavit
 - Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 - Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 - Bid Form 6: Certification of Drug Free Workplace
 - Bid Form 7: Affidavit in Compliance with Section 3517.13
 - Bid Form 8: Independent Contractor Anti-Bias Disclosure
 - Bid Form 9: Certification of No Personal Interest
 - Bid Form 10: OPERS Independent Worker/ Contractor Acknowledgment Form
 - Bid Form 11: OPERS Form
- Section III: Bid Specifications (Pages 21 - 29)
- Section V: Proposal and Signature Pages (Page 30)
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- Section VI: Equipment List (Page 32)
- Section VII: Bidder References (Page 33)
- Section VIII: Experience of Management/ Supervisory Personnel (Pages 34)

SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submitted. Bidders must be on the forms provided on the City of Tallmadge website as none other will be accepted.

The City of Tallmadge does encourage bidders to submit all bid forms with their bids.

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City of Tallmadge's website at <https://www.tallmadge-ohio.org/bids>

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department no later than no later than 10:00 AM on Tuesday, February 14, 2023. The Public Service date/time stamp is the official date/time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM on Tuesday, February 14, 2023.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this Invitation to bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with www.vendorregistry.com so that the City has all the necessary vendor information.

A contract will be awarded to the lowest and best bid. The City will be the judge of the factors and will make the award accordingly. Should the successful Contractor not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City of Tallmadge, the successful Contractor will receive an official award notification from the City. The signed contract will represent agreement between the City and the Contractor for cleaning and maintenance services (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The Contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City")

from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

All employees of Contractor shall submit to criminal background check reflecting there are no crimes of moral turpitude or crimes of violence and successful passage of a substance abuse screening. The results of the background checks shall be provided to the City of Tallmadge.

No employees of the City shall be employed by Contractor.

Contractor shall forward invoice(s) for services rendered directly to: The City of Tallmadge Public Service Department, 46 North Ave., Tallmadge, Ohio 44278. This is not a prevailing wage contract.

SECTION II: CONTRACT FORMS

- _____ Bid Form 1: Note
- _____ Bid Form 2: Bid Guaranty and Contract Bond
- _____ Bid Form 3: Non-Collusion Affidavit
- _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- _____ Bid Form 6: Certification of Drug Free Workplace
- _____ Bid Form 7: Certification for Local Preference
- _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
- _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
- _____ Bid Form 10: Certification of No Personal Interest
- _____ Bid Form 11: OPERS Independent Worker/ Contractor Acknowledgment Form
- _____ Bid Form 12: OPERS Form

NOTE

The bidder hereby agrees that the Public Service Director has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bidder.

(Signature of Officer, Partner, or Owner)

(Date)

(Business Address of Bidder)

(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: _____
_____ on
(State Amount)

(Name of Band or Bonding Company)

deposited herewith.

(Bidder)

(Date)

ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS WILL BE REJECTED.

BID GUARANTY/ CONTRACT BOND/ MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____
_____ as Principal,
and _____ as Sureties, are hereby held and firmly bound unto the

CITY OF TALLMADGE, OHIO

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the _____ day of _____, 20 _____ to undertake the Project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by 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 amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including 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 name Principal has submitted a Bid for _____ for the City of Tallmadge, Ohio;

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 and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent 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 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 days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, 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; 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that a maintenance guarantee, with good and sufficient surety, in the amount of ten percent (10%) of the amount of the performance guarantee for a period of two (2) years from and after the date of completion and acceptance by the Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

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 Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 20 _____.

Principal

By _____

Surety

By _____

Address _____

Phone No. _____

(SEAL)

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

Being duly sworn, do depose and say:

that _____
(Insert names of all persons, firms or corporations interested in the proposal.)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for the

COUNTY OF _____, STATE OF _____

My commission expires _____, 20 _____

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.

**STATEMENT OF LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES***

STATE OF OHIO _____)
)SS:
 COUNTY OF _____)

_____, being first fully sworn, says that
 (See note below)

he may be awarded a contract by _____
 (Name of Subdivision)

after competitive bidding, and that at the time of the submission said affiant
 was charged with delinquent personal property taxes on the general tax list of
 personal property of _____ and _____
 (County) (State)

and that the amount of the due and unpaid delinquent tax is \$ _____

and that the amount of the due and unpaid penalties and interest is \$ _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

 Notary Public in and for the

COUNTY OF _____ STATE _____

My Commission expires: _____

Note:

Where an individual has submitted a proposal, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a proposal, the name of the officer, his position, and the name of the corporation should appear.

*Complete either Statement of Non-Liability or Statement of Liability, but not both.

CERTIFICATION OF
DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

The undersigned, being a duly authorized agent of the Bidder does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Bidder that any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five (5) days after such conviction.
3. Bidder has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Bidder has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract resulting from the competitive bidding process only with those Bidders who provide a drug free workplace by meeting the above requirements.

DATE: _____

Signature: _____

Title: _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO
COUNTY OF _____ ss:

Personally, appeared before me the undersigned, a bidder, a representative of a bidder, a contractor or vendor on behalf of

_____ for a contract for _____
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
 - a. each owner of more than twenty percent of a corporation;
 - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations;
 - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing;
 - d. each spouse of the above;
 - e. each child seven years of age to seventeen years of age of any of the above;
 - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature _____

Title _____

Sworn to before me, a notary public, and subscribed in my presence this ____ day of _____ 20__.

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Step-child
<input type="checkbox"/>	Step-parent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Step-sibling
<input type="checkbox"/>	Step-aunt/Step-Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship

1. If you answered Other significant relationship in question number 2, please explain below:

2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Print Name

Signature

Date

CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge, unless otherwise disclosed in writing to all officers and elected officials of the city.

2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.

3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.

4. No owner, officer, employee, or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

DATE: _____

CONTRACTOR:

Name of Organization

Signature

Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

Question 1:

Are you a sole proprietor/independent contractor?

Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form. If you have less than 5 employees, each employee is also required to complete the form.

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

No. Please sign the statement below.

I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgment Form .

Signature

Title

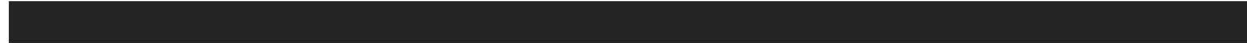
Printed Name



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org



This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

SECTION III: SPECIFICATIONS & PROPOSAL

A. SCOPE OF WORK

- B. The city is seeking a qualified contractor to perform cleaning and maintenance services, repair and related work. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform daily, weekly, bi-weekly and monthly cleaning and maintenance as specified herein. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for cleaning and maintenance services.
- C. The following work shall consist of furnishing all materials, equipment and labor necessary to complete the required items in accordance with the latest edition of the City of Tallmadge Specifications stated herein.
- D. City of Tallmadge will provide all consumable supplies, i.e., toilet paper, paper towels (for restrooms and kitchen areas), hand soap, trash bags. The service provider will provide all cleaning supplies (including paper towels for cleaning) and equipment, i.e., floor and fixture cleaning detergents, floor waxes, brooms, brushes, mops, and floor care equipment.
- E. Vinegar will not be considered a disinfectant cleaner in this bid.

B. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

1. The contractor will supply the necessary equipment to fulfill the job such as specified.
2. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
3. All laborers furnished by the Contractor shall have the knowledge and ability, with limited instructions, to perform the services as required in an efficient and safe manner.
4. Substance Abuse Screening:
Successful passage of a substance abuse screening must be completed.
5. Background Investigation:
Successful passage of a criminal background check reflecting there are no crimes of moral turpitude or crimes of violence on file.
6. The City has the right to reject any employee of the Contractor who does not perform the services as required by the contract in a safe and efficient manner. In the case where the City chooses to reject the Contractor's employee, the Contractor will be notified and required to replace the employee immediately.

C. SAFETY AND LIABILITY

1. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
2. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
3. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
4. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

D. OTHER REQUIREMENTS

1. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City of Tallmadge.
2. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the City Service Director.

E. AWARD PROCESS

1. Contracts will be awarded based on the sum of lowest and best bidder for asphalt paving services.
2. The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than three percent (3%) higher, subject to a maximum amount of ten thousand dollars (\$10,000.00), then the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
3. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

F. QUESTIONS AND ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:
Tina Fiocca
City of Tallmadge Service Department
Email: tfiocca@tallmadge-ohio.org
3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
5. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
6. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at mrorar@tallmadge-ohio.org If there is no withdrawal of the bid, in accordance with this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
8. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service date/time stamp is the official date/time used for the deadline of the submission of bids.

G. DAMAGES

1. In the event Contractor fails to provide a sufficient number of individuals or otherwise fails to perform pursuant to the terms herein, Contractor shall be liable to the City for all additional expenses including but not limited to overtime costs.

H. PAYMENT

1. Three separate invoices shall be submitted monthly and should reflect 1/12 of the Total of each of the three areas being cleaned (Tallmadge City Hall, Police Department and John Westren Service Center).

The City agrees to pay the minimum quoted price monthly, plus any additional services agreed upon.

Any additional items or changes can be made to the above schedule by mutual agreement.

I. RENEWAL/TERMINATION CLAUSE

The term of this contract shall be for the period commencing on March 1, 2023, through February 29, 2024, and may be renewed for (two) 1-year terms if mutually agreed upon by both the City and the Janitorial Service Company. The contract may be terminated by either party with (30) thirty day written notice.

J. TALLMADGE CITY HALL

1. DESCRIPTION:

Cleaning and Maintenance Services for Tallmadge City Hall. Located at 46 North Ave Tallmadge, Ohio 44278.

The building is to be cleaned nightly, weekly, bi-weekly, and monthly based on the following:

Nightly Cleaning (5 nights/week):

A. Office Areas, Lobby, Common Areas, Stairwells

- i. All trash can receptacles are to be emptied and trash removed to outside dumpster. (Liners to be provided by the City).
- ii. Thoroughly dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, and all manner of furnishings.
- iii. Damp wipe all horizontal surfaces to remove spillage and soiled areas.
- iv. Clean and polish drinking fountains.
- v. Spot clean glass surfaces.
- vi. Vacuum all traffic lanes.
- vii. Spot mop hard surface floors to remove all spillage and soiled areas.
- viii. Dust mop hard surface areas.
- ix. Wipe entrance door handles using a clean disinfectant antibacterial wipe.
- x. Wipe fingerprints off on entrance glass.

B. Restrooms

- i. Stock towels and hand soap. (To be furnished by the City)
- ii. Empty sanitary napkin receptacles and wipe with antibacterial disinfectant.
- iii. Empty trash receptacles and wipe.
- iv. Dust and damp wipe as needed all partitions, tops of mirrors and frame.
- v. Clean and polish mirrors.
- vi. Wipe towel cabinet covers.
- vii. Toilets and urinals to be cleaned and sanitized both inside and out with antibacterial disinfectant. Polish bright work.
- viii. Toilet seats to be cleaned on both sides using antibacterial disinfectant.
- ix. Scour and sanitize all basins. Polish bright work.
- x. Remove splash marks from walls around basins.

- xi. Wet mop and rinse floors with a disinfectant cleaner.

C. Cafeteria or Kitchen Area

- i. Damp wipe all appliances and vending machines.
- ii. Thoroughly dust all horizontal surfaces, windowsills, chairs, pictures, and all manner of furnishings.
- iii. Wipe all counter tops, cabinets and tables using a clean disinfectant antibacterial wipe.
- iv. Vacuum all carpeted areas.
- v. Dust mop hard surface floors.
- vi. Damp mop and rinse hard surface floors with disinfectant cleaner.
- vii. Scour and disinfect basins and polish bright work.
- viii. Empty clean and sanitize waste receptacles.

Weekly Cleaning

A. Office Areas, Lobby, Common Areas, Stairwells

- i. Dust all vertical surfaces of desks, file cabinets, tables, and other office furniture.
- ii. Thoroughly vacuum all carpeting taking care to get into corners and along edges.
- iii. Thoroughly damp mop all hard surface floors taking care to get into corners and along edges.
- iv. All recycle bins are to be emptied into the large recycle bins in the hallway.

Bi-Weekly Cleaning

A. Stairwells

- i. Sweep stairs.
- ii. Mop as needed.
- iii. Clean entry doors.

Monthly Cleaning

A. Offices Area, Lobby, Common Areas

- i. Accomplish all high dusting not reached in the above-mentioned cleaning.
- ii. Wipe telephones using clean antibacterial disinfectant wipes.
- iii. Remove fingerprints and marks from around light switches and door frames.
- iv. Buff hard surface floors if needed to enable them to present the best possible appearance.

B. Elevators

- i. Dust and wipe down walls.
- ii. Clean and dust bright metal.
- iii. Clean doors and door tracks on inside.
- iv. Clean doors and tracks on each floor. (outside)

J. TALLMADGE POLICE DEPARTMENT

1. DESCRIPTION:

Cleaning and Maintenance Services for Tallmadge Police Department.
Located at 53 Northeast Ave Tallmadge, Ohio 44278.

This building is to be cleaned nightly, weekly, bi-weekly, and monthly based on the following:

Nightly Cleaning (5 nights/week)

A. Offices, Squad Room, Lobby, Common Areas, Stairwells

- i. All trash can receptacles (including large trash receptacle in lower-level garage) are to be emptied and trash removed to outside dumpster. Trash receptacles located on the outside at the entrance door and on the outside of the upper-level rear door are to be emptied once a week. (Liners to be provided by the City).
- ii. (Once a week) Thoroughly dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, and all manner of furnishings. (Give advance notice so desks can be cleared of work.)
- iii. Damp wipe all horizontal surfaces to remove spillage and soiled areas.
- iv. Clean and polish drinking fountains with antibacterial wipe.
- v. Spot clean glass surfaces with antibacterial wipe.
- vi. Vacuum Chief's Office, Captain's Office, and traffic lanes nightly. All other offices as needed, but at least twice a week, with the exception of the Detective Bureau (D.B.). D.B. trash receptacles will be placed in the hall nightly for emptying. When the door to D.B. is closed – DO NOT ENTER.
- vii. Spot mop hard surface floors to remove all spillage and soiled areas. (Records Room: Wet mop entire area once a week)
- viii. Dust mop hard surface areas.
- ix. Wipe entrance door handles using a clean disinfectant antibacterial wipe.
- x. Wipe fingerprints off on entrance glass.

B. Restrooms

- i. Stock towels and toilet paper and fill hand soap dispensers. (Towels, toilet paper and soap furnished by the City)
- ii. Empty sanitary napkin receptacles and wipe with antibacterial disinfectant.
- iii. Empty trash receptacles and wipe.
- iv. Dust and damp wipe as needed all partitions, tops of mirrors and frame.
- v. Clean and polish mirrors.
- vi. Wipe towel cabinet covers.

- vii. Toilets and urinals to be cleaned and sanitized both inside and out. Polish bright work.
- viii. Toilet seats to be cleaned on both sides using antibacterial disinfectant (furnished by the City).
- ix. Scour and sanitize all basins. Polish bright work.
- x. Remove splash marks from walls around basins.
- xi. Wet mop and rinse floors with a disinfectant.
- xii. Change urinal mats once a month, or as needed, (urinal mats furnished by the City).

C. Booking, Holding Rooms, Jail Area

- i. Wet mop floors.
- ii. Wet wipe desk and counter tops in main area and camera room, all benches, tables and chairs in Holding/Interview Rooms, and locker and storage cabinet doors with a disinfectant,

D. Evidence Lab (wear nitrile gloves – provided by the City)
(If door is closed – DO NOT ENTER.)

- i. Wet mop floor.
- ii. Wet wipe stainless steel counter tops and locker doors with disinfectant wipes.
- iii. Empty, clean and sanitize waste receptacles.

E. Kitchen Areas

- i. Thoroughly dust all horizontal surfaces, windowsills, chairs, pictures and all manner of furnishings.
- ii. Vacuum all carpeted areas.
- iii. Dust mop hard surface floors.
- iv. Damp mop and rinse hard surface floors with disinfectant cleaner.
- v. Empty, clean and sanitize waste receptacles.

Weekly Cleaning

A. Locker-room (Men and Women)

- i. Thoroughly dust all surfaces, including lockers and benches.
- ii. Dust, mop all floors.
- iii. All recycle bins are to be emptied into the large recycle bins in the hallway.
- iv. Mop as needed.
- v. Scour and sanitize all shower stalls.

B. Stairwells

- i. Sweep stairs.
- ii. Mop as needed.
- iii. Clean entry doors.
- iv. Wipe all hand railings using a clean disinfect antibacterial wipe.

C. Training Room

- i. Thoroughly vacuum all carpeting taking care to get into corners and along edges.

- ii. Wet wipe all tables and dust all chairs using a cleaning disinfectant or antibacterial wipe.

D. Auxiliary Office

- i. Thoroughly dust mop all flooring.
- ii. Wipe and dust all furniture – tables, chairs, filing cabinets and lockers.
- iii. Mop as needed.

Bi-Weekly Cleaning

A. Weight-room

- i. Wipe off all equipment using a cleaning disinfectant or antibacterial wipe.
- ii. Thoroughly vacuum all carpeting taking care to get into corners and along edges.

Monthly Cleaning

A. Office Areas, Lobby, Common Areas

- i. Accomplish all high dusting not reached in the above-mentioned cleaning.
- ii. Wipe telephones using clean antibacterial disinfectant wipes.
- iii. Wipe and dust all blinds – mini-blinds and vertical blinds.
- iv. Damp wipe lobby chairs with disinfectant.
- v. Remove fingerprints and marks from around light switches and door frames.
- vi. Buff hard surface floors if needed to enable them to present the best possible appearance.

B. Jail Cells (one a month, or as needed)

- i. Scour and sanitize all basin/toilet fixtures.
- ii. Wet mop floors.
- iii. Dust mattresses and beds.
- iv. Scour and sanitize showers. (One (1) shower for each cell block – Two (2) showers total)

K. TALLMADGE – JOHN WESTREN SERVICE DEPARTMENT

1. DESCRIPTION:

Cleaning and Maintenance Services for Tallmadge Police Department. Located at 210 Osceola Drive, Tallmadge, Ohio 44278.

This building is to be cleaned weekly based on the following:

Weekly Cleaning:

A. Office Area, Lobby, Common Areas, Stairwells

- i. All trash can receptacles are to be emptied and trash removed to outside dumpster. (Liners to be provided by the City).

- ii. Thoroughly dust all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures and all manner of furnishings.
- iii. Damp wipe all horizontal surfaces to remove spillage and soiled areas.
- iv. Spot clean glass surfaces.
- v. Vacuum all traffic lanes
- vi. Spot mop hard surface floors to remove all spillage and soiled areas
- vii. Dust mop hard surface areas.
- viii. Wipe entrance door handles using a clean disinfectant antibacterial wipe.
- ix. Wipe fingerprints off on entrance glass.
- x. Clean Lunch Tables (Utility Department)

B. Restrooms

- i. Stock towels and hand soap. (To be furnished by the City)
- ii. Empty trash receptacles and wipe.
- iii. Dust and damp wipe as needed all partitions, tops of mirrors and frame.
- iv. Clean and polish mirrors.
- v. Wipe towel cabinet covers.
- vi. Toilets and urinals to be cleaned and sanitized both inside and out. Polish bright work.
- vii. Toilet seats to be cleaned on both sides using antibacterial disinfectant.
- viii. Scour and sanitize all basins. Polish bright work.
- ix. Remove splash marks from walls around basins.
- x. Wet mop and rinse floors with a disinfectant.

C. Cafeteria or Kitchen Area

- i. Damp wipe all appliances and vending machines.
- ii. Thoroughly dust all horizontal surfaces, windowsills, chairs, pictures, and all manner of furnishings.
- iii. Wipe all counter tops, cabinets and tables using a clean disinfectant antibacterial wipe.
- iv. Vacuum all carpeted areas.
- v. Dust mop hard surface floors.
- vi. Damp mop and rinse hard surface floors with disinfectant cleaner.
- vii. Scour and disinfect basins and polish bright work.
- viii. Empty clean and sanitize waste receptacles.

SECTION IV: PROPOSAL AND SIGNATURE PAGE
 City of Tallmadge Cleaning and Maintenance Services Bid 2023
Base Bid Prices are for Informational Purposes Only. Total Unit Prices will govern.

Spec. Item	ITEM No.	DESCRIPTION	UNIT PRICE		TOTAL AMOUNT
			(IN FIGURES)	(IN WORDS)	
I		MONTHLY CLEANING FOR TALLMADGE CITY HALL			
J		MONTHLY CLEANING FOR TALLMADGE POLICE DEPARTMENT			
K		MONTHLY CLEANING FOR TALLMADGE JOHN WESTREN SERVICE CENTER			

TOTAL MONLTHY BID: \$ _____

TOTAL ANNUAL BID: \$ _____

Section V: TALLMADGE CODEIFIED ORDINANCE

Ordinance 2023-28

Presented by:
Director of Public Service Michael Rorar

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR PROPOSALS AND THE MAYOR TO ENTER INTO A CONTRACT FOR GENERAL JANITORIAL SERVICES AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, Council deems it to be in the best interest of the City to use contract services for general janitorial duties; and

WHEREAS, the optional standard of "lowest and best proposal" provides flexibility in awarding contracts under the provisions of Ohio Revised Code Section 9.312.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor, acting through the Director of Public Service, is hereby authorized to advertise for bids and to enter into a one-year contract with up to two one-year renewals with the lowest and best bidder upon proper approval by the Board of Control for general janitorial services at City Hall, 210 Osceola Dr., and the Police Department in accordance with plans and specifications now on file in the office of the Director of Public Service, which specifications are hereby specifically approved.

SECTION 2. That such written contract shall be awarded under the provisions of Tallmadge Codified Ordinance Chapter 143 and shall be approved as to form and correctness by the Director of Law and proper certification of funds by the Director of Finance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: 1-26-23


Susan E. Burton, Clerk of Council

MER/jt
1/26/23

Filed with the Mayor _____


Dennis K. Loughry, President of Council

Approved:

David G. Kline, Mayor

This _____ day of _____, 2023

Section VI: EQUIPMENT LIST

A listing of all the equipment to be used to fulfill the requirements of this contract must be submitted.

Equipment	Quantity	Year/ Age of:

Bidder attests that all equipment utilized during this contract is in good and serviceable condition. A City of Tallmadge Representative will inspect the equipment prior to the signing of the contract.

Authorized Signature _____ Title _____ Date _____

Section VII: BIDDER REFERENCES

Complete the following information about Municipalities, which have been serviced by the contractor for similar work, within a 30 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

Section VIII: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL

Employees Name	Years with Company	Years Managed	Number of Employees Managed