



**RICHLAND COUTNY BOARD OF
DEVELOPMENTAL DISABILITIES**

Request for Proposal

**CUSTODIAL CLEANING 314 CLEVELAND AVE. AND 220 HOME AVE.
MANSFIELD, OH 44902**

PROJECT TITLE

RICHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

AGENCY

ITB K23-1208

CONTRACT NUMBER

FOR

**RICHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
314 Cleveland Ave, Mansfield OH 44902**

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LEGAL NOTICE

Notice to Bidders

AD DATES

10/25/21

11/01/21

The Richland County Board of Developmental Disabilities (RCBDD) will receive sealed bids at the Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902, until 9:00 AM, Ohio Standard Time, on Monday, November 29, 2021. Bids will be opened and read aloud at the Administration Building at 9:00 AM, Ohio Standard Time. Bids received after that time will not be accepted.

A pre-bid conference for all interested bidders will be held on Monday, November 15, 2021 at 9:00 a.m. at the Administration Building, 314 Cleveland Avenue, Mansfield, Ohio 44902. Immediately following the pre-bid conference we will complete a walk-thru of each building.

This bid shall be for the purpose of providing **Custodial Cleaning and Floor Care** for the RCBDD buildings located at 314 Cleveland Ave. and 220 Home Ave. Mansfield, OH 44902.

Bids shall be in accordance with the specifications and bid terms available and on file in the Richland County Board of Developmental Disabilities Administration Building. Complete details and bid packet is available on RCBDD website at www.rnewhope.org or in person at the Administration Building. There will be a non-refundable charge of \$5.00 to cover handling for each set of bid documents delivered by mail. The bid shall be on the bid forms furnished with the specifications. Bids must be signed by a responsible officer of the company and submitted in a sealed envelope marked:

“SEALED PROPOSAL FOR RCBDD REQUEST FOR PROPOSAL # ITB K23-1208”

A bid bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of \$500.00, payable to Richland County Board of Developmental Disabilities, shall accompany each bid as a guarantee that if a bid is accepted, a contract shall be entered into and its performance properly secured.

Bid will be awarded on basis of ORC Section 307.862. Competitive sealed proposals procedure.

The Richland County of Developmental Disabilities reserves the right to reject any/all bids.

By order of the Richland County Board of Developmental Disabilities

Michele Giess, Superintendent.

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal no later than Monday, November 29, 2021, at 9:00 a.m. to the Richland County Board of Developmental Disabilities, 314 Cleveland Ave., Mansfield, Ohio 44902. All sealed proposals received after this time and date, for any reason, will be rejected.

2. Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

3. Proposal Security Requirement

A proposal bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00) payable to Richland County Board of Developmental Disabilities shall accompany each proposal as a guarantee that, if a proposal is accepted, a RFP shall be entered into and its performance properly secured. Said proposal security must be included with each RFP or the RFP will be disqualified (ORC 307.88). Said RFP security will be returned to all successful and unsuccessful offerors within thirty (30) days of execution of a contract unless otherwise notified.

4. Preparation and Submission of Proposal

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, RFP Proposal Number, Project Title, the date and time of the RFP opening. All RFPs must be delivered to:

Richland County Board of Developmental Disabilities
314 Cleveland Avenue
Mansfield, Ohio 44902

The offeror shall submit the RFP on the prescribed forms. All blank spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Security - The proposal security is mandatory. An offeror will be disqualified if the proposal security is not submitted.
- b. Proposal Form
- c. Vendor Acceptance

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

5. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by the Richland County Board of Developmental Disabilities to all offerors that have received an RFP.
- b. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- c. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:
 - (1) Regular mail or personal delivery to Richland County Board of Developmental Disabilities:
ATTN: Shauna Bradley
314 Cleveland Avenue
Mansfield, Ohio 44902
Telephone: (419) 774-4225
 - (2) Fax to: Shauna Bradley
Administration Building Fax:(419) 774-4237
 - (3) Email: sbradley@rnnewhope.org

The offeror shall submit said written request no later than ten (10) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

6. Brand Names/Substitutions

- a. The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.
- b. During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to the Richland County Board of Developmental Disabilities Finance Department no later than ten (10) days prior to the proposal opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by Richland County Board of Developmental Disabilities. If the Owner accepts the offeror's request for substitution, the Richland County Board of Developmental Disabilities shall issue an addendum giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (5) RFP Alterations and Addenda.
- c. The Richland County Board of Developmental Disabilities reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

7. Procedure for Ranking of Proposals/Award of Contract

- a. The Richland County Board of Developmental Disabilities shall make a decision to award or reject bids at the regularly scheduled January Board meeting or as soon thereafter as practicable.
- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important:
 - 1.) responsiveness to all material proposal specifications,
 - 2.) management skills,
 - 3.) conduct and performance on previous contracts,
 - 4.) price,
 - 5.) financial condition,
 - 6.) experience of offeror,
 - 7.) facilities,
 - 8.) ability to execute the contract properly.
- c. The Richland County Board of Developmental Disabilities shall rank each proposal using the above referenced factors and criteria.

- d. The Richland County Board of Developmental Disabilities, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If the Richland County Board of Developmental Disabilities determine that discussions as described above are necessary, the Richland County Board of Developmental Disabilities shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. The Richland County Board of Developmental Disabilities may negotiate with the offeror who submits the proposal that the Richland County Board of Developmental Disabilities determine is the most advantageous to the Richland County Board of Developmental Disabilities based on the rankings performed by the Richland County Board of Developmental Disabilities and including any adjustment to those rankings based on above described discussions;
- g. The Richland County Board of Developmental Disabilities shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, the Richland County Board of Developmental Disabilities shall award a contract as provided herein.

8. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

9. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

10. Award of Contract

The Owner may award a contract to the offeror whose proposal is determined to be the most advantageous to the Richland County Board of Developmental Disabilities, taking into consideration the evaluation factors and criteria developed by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

11. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not effect proposal amount or give an offeror an unfair competitive advantage.

12. Rejection of Proposals

- a. The Owner reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

13. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

14. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

15. Termination of Negotiation

The Owner may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

16. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

17. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. **Pre-Proposal Meeting and Walk through Tour**

On Monday, November 15, 2021 at 9:00 am., all Offerors will be able to participate in a walk-through tour of each building listed in the Request for Proposal. The tour will start at 314 Cleveland Avenue, Mansfield, OH 44902 (the Richland County Board of Developmental Disabilities Administration Building Conference Room) and will be conducted by the Maintenance Department.

2. **Response Form**

An Offeror shall submit a completed Proposal Form. It must be submitted on the proposal form supplied or on company letterhead.

3. **Pricing**

Custodial Cleaning - The Offeror shall provide monthly pricing on the cleaning proposal form. The Offeror shall provide pricing on all of the Custodial Cleaning set forth in the Custodial Cleaning and Floor Care Schedule, which is attached hereto as "Cleaning Pricing". The Bidder shall provide all supervision, labor, materials, tools, equipment and supplies, necessary to perform the custodial cleaning and basic floor care services; except the Owner shall furnish the hand soap, toilet seat covers, paper towels, toilet tissue, waste containers, and liners or sanette bags for the Richland County Board of Developmental Disabilities waste containers only.

The offeror shall provide a price for an emergency call-in per hour as indicate on the proposal form.

Proposal's received with any blank spaces in the Proposal Form, or any revision or alteration of the order in which prices are requested, may be considered non-responsive.

4. **Documentation that Offeror is Responsible**

An offeror shall submit with its RFP written documentation containing the following information:

- a. **Provide financial statements for your company covering the past three (3) years of your operation and a reference to be used for this information (auditor and/or bank).**
- b. Identify the names and position titles of management personnel who will perform the work.
 1. Describe their qualifications, licenses, training and/or expertise.
 2. Specify the management personnel who are located in the Mansfield area and those located outside Mansfield area.
 3. Specify if you have mid-level supervisors. If not, what type of supervision is provided for individual cleaning personnel?
- c. Describe the equipment available to perform the requirements of the bid?
- d. Has offerer ever filed for bankruptcy protection? If yes, provide date, where, and details.
- e. Has a receiver or trustee ever been appointed to take possession of the Owner's property? If yes, provide date, where, and details.
- f. Does offerer have any unresolved Bureau of Worker's Compensation cases with the State of Ohio?
- g. Has offerer ever been sued by a party claiming breach of contract with respect to a similar Lease or contract? If yes, provide date, case caption, case number, and identify court that case was filed in.

- h. Does offerer have any unresolved debt obligation or fraudulent accusation with the State of Ohio?
 - i. Describe your plan for servicing the Richland County Board of Developmental Disabilities buildings and how the Richland County Board of Developmental Disabilities will benefit by establishing a contract with your company.
 - j. Describe specific complaint procedures that you offer the Richland County Board of Developmental Disabilities.
 - k. Describe your billing procedure.
 - l. Describe your manner of doing business. (Example: sole proprietor, corporation or other etc.)
5. **Record Check**
Prior to award a record check will be performed on Contractor and any management personnel.
6. **Custodial Services**
Regular custodial services, as described in Exhibit A, shall be followed as written.

PROPOSAL FORM
REFERENCES

This form must be completed and submitted with your proposal on company letterhead, or on form provided. Please list below five (5) building sites in Ohio that are now or have been serviced by your company. At least two (2) references shall have multi floors and should be equivalent to 10,000 square feet of cleaning space.

A. COMPANIES

1. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Square Feet Cleaned: _____

2. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Square Feet Cleaned: _____

3. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Square Feet Cleaned: _____

REFERENCES CONTINUED

This form must be completed and submitted with your bid on company letterhead, or on form provided. Please list below five (5) building sites in Ohio that are now or have been serviced by your company in the last six (6) months. At least two (2) references shall have multi floors and should be equivalent to 10,000 square feet or greater of nightly cleaning space.

4. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Square Feet Cleaned: _____

5. Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Square Feet Cleaned: _____

PROPOSAL FORM
EXPERIENCE

This form must be completed and submitted with your proposal on company letterhead, or on form provided.

The offeror shall furnish with his proposal, evidence that is satisfactory to the Owner covering the following: Adequate experience in custodial cleaning work. Bidder must have a minimum of three (3) years of work experience in the specific field of custodial cleaning.

1. List previous firms or companies in which the offeror performed custodial cleaning services and/or over the last three (3) years.

2. A list of the number of employees, both full time and part time.

3. The number of employees, which the offeror will assign to the Owner, along with the employee's work related experience.

4. What type of training is provided for new employees?

5. What products will be used for hard surface and carpet care?

6. What is the process for stripping and /sealer waxing hard surface areas?

7. What is the process for carpet care and what machinery and products will be used?

8. Do you have a drug-free workplace policy? If so, please provide a copy.

PROPOSAL FORM
EXPERIENCE RECORD

The Offeror is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract they have done, to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. Bids from Contractors inexperienced in this particular type of work may not be considered.

Offeror: _____
Address: _____
Authorized Signature: _____
Title: _____

**PROPOSAL FORM
CLEANING PRICING**

This form must be completed and submitted with your bid on company letterhead, or on form provided.

BUILDING INFORMATION – CLEANING ONLY

BUILDING	ESTIMATE TOTAL SQ FT	CARPET AREA	HARD SURFACE AREA	REST ROOMS	TOTAL TOILETS	CLEANING HOURS	SUPERVISOR HOURS	MONTHLY CLEANING PRICE
ADMINISTRATION BUILDING	13,400	10,050	3,350	5	9			
SERVICE AND SUPPORT ADMINISTRATION	13,376	10,032	3,344	4	10			

Call in per hour: _____

Offeror: _____

Address: _____

Authorized
Signature: _____

Title: _____

OFFERORS CHECKLIST

- _____ Proposal Form *
- _____ Experience Record*
- _____ Proposal Bond, Certified Check, Cashier's Check, or Money Order
- _____ Vendor Acceptance*
- _____ Written Documentation*
- _____ All items must be submitted in a sealed envelope showing the company name, Proposal Number RFP ITB K23-1208, marked Richland County Board of Developmental Disabilities Custodial Cleaning and Floor Care RFP, and the date and time of the RFP opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE
(Must return with proposal)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for

CUSTODIAL CLEANING AND FLOOR CARE Proposal for the RICHLAND COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES, OHIO, and

am proposing an appropriate proposal which will meet its mandatory

requirements. It is my understanding that my proposal, if accepted, will

become part of the contract.

Vendor Authorized Signature

Date

Witness Signature

Date

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

Notary Public

My Commission expires _____

Recorded in _____ County

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and Twenty-Two (2022).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**The Richland County Board of Developmental Disabilities
Administration Building
314 Cleveland Ave., Mansfield, OH 44902**

And the CONTRACTOR:

TYPE OF SERVICE: Provision of Custodial Cleaning Services

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consist of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Proposal Form
- 1.7 Experience Record
- 1.8 Instructions to Offeror
- 1.9 Supplemental Instructions to Offeror
- 1.10 Auditor's Certification
- 1.11 Unresolved Debt Affidavit
- 1.12 Vendor Acceptance
- 1.13 Affirmative Action Certification
- 1.14 Delinquent Personal Property Tax Affidavit
- 1.15 Non-Collusion Affidavit
- 1.16 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.17 Direct Billing Departments/Billed to Central Services Departments
- 1.18 Certificate of Insurance
- 1.19 Bureau of Workers Compensation Certificate

Article 2 Contracting Authority

A "Contracting Authority" means:

- a. any Board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the Board or any agency, department, authority, commission, office, or Board thereof.
- b. any Board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the township or any agency, department, authority, commission, office, or Board thereof.
- c. any Board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the municipal corporation or any agency, department, authority, commission, office, or Board thereof.

Article 3 Payment by Contracting Authorities

Each Contracting Authority shall pay the Contractor in accordance with the Contract Documents. Each Contracting Authority shall be liable to pay for only its own purchases. A Contracting Authority shall not be liable to pay for purchases made by another Contracting Authority. In the event a Contracting Authority fails to pay the Contractor in accordance with the Contract Documents, all other Contracting Authorities shall not be liable for said nonpayment.

Article 4 Performance by Contractor

The Contractor shall perform all services in accordance with the contract documents and shall provide all equipment, motor vehicles, supplies, and materials, necessary to perform those services.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipments, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

Because the Owner is comprised of multiple Contracting Authorities each having statutory contracting authority, each Contracting Authorities may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the applicable Contracting Authority at their business addresses at least ninety (90) days prior to the effective date of cancellation.

Article 7 Termination for Cause

- a. In the event of default by the Contractor, the Contracting Authority may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipments, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipments, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event a Contracting Authority consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Contracting Authority shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Contracting Authority all costs and expenses, including (but not limited to) attorney's fees, incurred by the Contracting Authority in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

THE RICHLAND COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES

By: Michele Giess (date)

APPROVED AS TO FORM:

Gary Bishop (date)
Richland County Prosecutor

CONTRACTOR FOR:
CUSTODIAL CLEANING

By: Representative for (date)

Richland County

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 20__

Auditor
Richland County, Ohio

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Richland County Board of Developmental Disabilities.

If _____ is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the proposals and resulting contract for the following:

Subject: CUSTODIAL CLEANING PROPOSAL
Department: RICHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES TERM CONTRACT
RFP No. K23-1208

State of _____ Board of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

() is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

() is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount _____ (Include total amount and any penalties and interest thereon)

Richland

_____	\$	_____
_____	\$	_____
_____	\$	_____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

section 5719.042 O.R.C.

My Commission expires _____, 20_____ (Seal)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

BOARD OF _____, SS:

_____ being first duly SWORN, deposes and says that they are

the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in his general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____(Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

BOARD OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposals, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

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

Notary Public

My Commission expires _____, 20_____. (Seal)

GENERAL CONDITIONS

1. Record Keeping Requirements

The contractor shall provide monthly purchase reports, to the Board of Developmental Disabilities Finance Department with the following information:

- a. Items
- b. Department and address locations
- c. Material Code and description
- d. Quantity of each item purchased/leased
- e. List price
- f. Cost to Owner
- g. Discount received by the Owner
- h. Month to date & year to date figures (By department - quantity and cost)

2. Billing Features

- a) The Contractor shall send a monthly invoice for each account by mail or e-mail. If the information is e-mailed, it must be in MS Excel or MS Word format.
- b) The monthly invoice shall identify the following:
 - (1) Account code
 - (2) Department name
 - (3) Department address
 - (4) Invoice date
 - (5) Itemized description of charges
 - (6) Total billing charges
 - (7) Any additional charges not listed above
- c) **The Owner shall not pay late fees.**

3. Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

4. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

5. Delivery of Goods

The Owner shall not pay delivery fees. All proposal prices shall include inside delivery costs. The Owner shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made as requested directly to the department.

6. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner. All returns will be the sole responsibility of the contractor. The Owner shall not permit return charges.

7. Performance Requirements

The Owner may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment of the reason for rejection. If the contractor fails to make immediate replacement of rejected supplies or equipment, the Owner may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

8. Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

9. Placement of Orders

A representative or agent of the Owner shall directly place orders with the Contractor.

10. Labeling of Shipments

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

11. Estimated Requirements

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the proposal process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential offerors a range or approximation of what the Owners' annual purchases could possibly be during the upcoming years.

12. Order Entry/Internet

The ordering process must be simple and convenient. The contractor shall be able to accommodate order entry by telephone or fax Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding Board holidays. The Contractor may have available internet ordering for the use of the Owner. No substitutions are permitted unless authorized by the person placing the order.

13. Contractor Support

The Contractor shall at all times have a customer service representative available as a representative and liaison to work with the Board's Finance department and individually with each Board, department or agency. The Contractor must be automated and provide computerized order entry, billing, and management reports capable of providing the report specified.

14. Contract Administration

The Board's Finance Department will administer the contract.

15. Equal Opportunity Provisions Required

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

16. Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

17. Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

18. Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to Central Services prior to execution of the contract.

19. Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042.

20. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Developmental Disabilities as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

21. Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorneys fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

22. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of

the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

23. OSHA Compliance

- a. Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The Owner may reject any items not meeting OSHA specifications. At the convenience of the Owner, the Owner may require the Contractor to provide training at the Contractor's expense to the Board employees in the operation or maintenance of any item.
- b. Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.
- c. The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

24. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

25. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

26. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

27. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm

or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

28. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

29. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

30. Controlling Law

This contract shall be governed by the law of the State of Ohio.

31. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contract shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's record retention schedules.

32. Unresolved Debt

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTARY CONDITIONS

1. Contract Term / Renewal Terms

The initial term of the contract will be in effect from start date to be determined through one year (12 months) from start date.

The contract will be for one (1) year (12 months). The Contracting Authority shall have the option to be exercised as hereinafter provided, to extend the term of this contract for two (2) consecutive periods of one (1) year each. Each one (1) year renewal term shall be upon the same terms, covenants, options, and conditions as provided in this contract. The Contracting Authority may exercise its option to the renewal terms by notifying the Contractor in writing of its election to exercise the right to renew the term of the contract at least one month prior to the expiration of any renewal term. If the Board fails to timely give the Contractor said written notice, the contract shall be cancelled on the termination date described in the agreement.

2. Contract Extension

The Contracting Authority reserve the right to extend this contract sixty (60) days beyond the termination date of the initial term and any renewal term. Said contract extension shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to extend the contract for sixty (60) days by the Board notifying the Contractor in writing of its election to extend the contract at least thirty (30) days prior to the expiration of the initial term of the contract and at least thirty (30) days prior to the expiration of any renewal term.

3. Right to Utilize Contract

Any officer holder, department or agency that does not utilize this contract after the contract has started to run shall have the right to participate in the contract at any time during the initial term or any renewals thereof by contacting the customer service representative.

5. Service Plan

Contractor must provide a service representative that is available during the Board's working hours (8:00 a.m. to 5:00 p.m.). Upon request a representative must be available to provide customer service within four (4) business hours. Also, upon request a representative must be available to provide customer service through an office visit at least on a weekly basis.

6. Contractor's Responsibilities

Contractor must keep all commercial-grade equipment in good working conditions and dispose of any equipment that is faulty or does not do an adequate job in performance of the Custodial Cleaning Service contract. All material shall be non-staining and shall provide a high degree of slip protection. Neutral type cleaners shall be used for all normal cleaning purposes. Any cleaners which are harmful to the surface to which they are applies shall not be used. All vacuums must have HEPA filters. Dust mop cleaning material, which leaves an oily residue shall not be used. Prior to the commencement of the contract the contractor shall submit a list of all materials to be used in performing the custodial cleaning services. The Contractor shall provide Owner with a list of Hazardous Chemicals and Substances, if any, delivered at each individual Board agency/facility listed on (Exhibit A) of the contract. The Contractor shall develop a Material Safety Data Sheet for each hazardous substance and provide a copy to the Owner. Board may disapprove of the use of any material on the list. Board shall not be liable for any reason to the Contractor, its

subcontractor, assigns, agents, servants or employees, for the loss of Board Custodial Cleaning or damage to its tools, materials, equipment or supplies located at Board buildings.

7. Contractor Representative/Supervisor

The Contractor shall provide the Board with the name of the Contractor's representative/supervisor, who shall be responsible for the proper performance of the custodial cleaning services. The Contractor's representative/supervisor shall (a) be available by telephone at all times while the Contractor's employees are performing such services; (b) post copies of the Custodial Cleaning Service Schedules in each of Board buildings at locations approved by the County; (c) perform a daily inspection of Board buildings to ascertain that all services have been performed in accordance with the terms of that contract; (d) must be available to inspect areas deemed by the Board to be troublesome to ascertain that all services have been performed in a manner satisfactory to the County, and (e) meet with appropriate department supervisor monthly as requested.

8. Journal Log – Custodial Cleaning

It is mandatory that the Contractor provide a journal log for reporting problems and activities at the various work sites. This journal will be used by the Board and Contractor Employees. The cleaning specifications listed in this contract shall be listed in the Journal Log.

9. Holiday Schedule

Main entry ways and restrooms shall be Monday through Friday. Custodial Cleaning Services scheduled daily according to the Custodial Cleaning Services Schedules which fall on the Board holidays may be omitted by the Contractor subject to the approval of the County. Custodial Cleaning Services scheduled weekly according to the Custodial Cleaning Service Schedules which fall on the Board holidays shall be performed in the week on the day preceding or following said holiday. Custodial Cleaning Services schedule less frequently than weekly according to Exhibit A which fall on the Board holidays shall be rescheduled to the week preceding or following said holiday.

BOARDHOLIDAYS ARE AS FOLLOWS:

1. **January 1 – New Year's Day**
2. **3rd Monday in January – Martin Luther King Day**
3. **3rd Monday in February – President's Day**
4. **Memorial Day – last Monday in May**
5. **Juneteenth- June 19th**
6. **July 4th – Independence Day**
7. **1st Monday in September – Labor Day**
8. **2nd Monday in October –Columbus Day**
9. **November 11th – Veterans' Day**
10. **4th Thursday in November – Thanksgiving Day**
11. **4th Friday in November – Day after Thanksgiving**
12. **Christmas Eve – December 24th**
13. **December 25th – Christmas Day**
14. **Any day appointed and recommended by the Governor of this State or the President of the United States.**

10. **Invoicing**

The Contractor shall submit monthly invoices to the Board by the fifth day of the month following the completion of the preceding month's services. The invoices must include the building and the section of the building that is being charged for.

If custodial cleaning services other than those set forth in the Custodial Cleaning Service Schedules are performed, the Contractor shall submit invoices for such services to the Board upon acceptance by the Board such services. The invoices shall include any authorization and specific details, which may be required by the Board prior to payment to the Contractor.

11. **Additional Services**

The Board may modify the Custodial Cleaning Service Schedules without invalidating the contract. If the Board determines that services should be added or done more frequently, the parties shall agree in writing upon the price the Board is to pay the Contractor for the performance of the additional services. If the Contractor performs additional services without such an agreement, the Board shall not be obligated to pay the Contractor for the performance of the additional services. The Board may pay for additional services either on a price rate or lump sum basis. If the Board determines that any services contained in the Custodial Cleaning Service Schedules should be eliminated or done less frequently, the Board may so modify the Custodial Cleaning Service Schedules upon written notice to the Contractor. The written notice shall specify the amount to be deducted from the monthly charge by reason of such modification.

12. **Employee Requirements**

The Contractor shall provide trained employees for the performance of the custodial cleaning services and shall take the precautions necessary to assure that its employees are reliable and of good character. The Contractor shall furnish to the Superintendent a complete and current list of all of the Contractor's employees who are performing services on the Board buildings. The list shall include the termination dates of former employees. The personnel on the list are subject to a record check and approval by the Superintendent. **Contractor will process BCI and FBI record checks of all employees through the Richland the Board prior to employment.** The Contractor shall provide each of its employees with an identification card, which shall be displayed at all times. At the County's request, the Contractor shall promptly remove from the County's premises any employee of the Contractor who, in the County's opinion, has been negligent, wasteful, dishonest, or otherwise unsatisfactory in performing his duties. The Contractor shall also furnish to the Superintendent a complete and current list of all employees possessing or having been issued one or more keys to the Board's buildings. At any time, the Board may require the Contractor to surrender all keys issued to the Contractor and its employees. The Contractor shall pay the Board the actual costs to replace any item, which is broken, damaged or pilfered by any of its employees. Except for local calls necessary to perform the custodial cleaning services required by the contract, the Contractor's employees shall not use the telephones located in the Board's buildings.

13. **Security of Buildings**

The Contractor shall make adequate provision to ensure the security of the Board buildings and its equipment. The Contractor's employees shall comply with all applicable Board safety and security standards to avoid injury to the Board or Contractor personnel or damage to the Board's buildings or equipment. The Contractor shall not deviate from the Board's safety and security standards without the prior written consent of the Superintendent. Upon the completion of daily custodial cleaning services, the Contractor shall ascertain that the lights and water taps have been turned off, the doors

and windows have been locked, except as otherwise directed by the Supervisor of Maintenance. The Contractor shall immediately report to the Board any knowledge of hazardous or unusual conditions and defective equipment including, but not limited to, damaged furniture, faulty light switches, and leaking faucets.

14. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Board. All persons employed by the Contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the County.

15. Additional Days

In the event the Owner determines an additional day is needed for cleaning, under the same specification, the Contract shall charge the equivalent price per month divided into the monthly hours. This price will determine an hourly charge for the additional day.

16. Services not Performed

The Owner shall have the right to withhold payment/partial payment of services until all issues and contract specifications are met. The Owner and contractor will meet to discuss issues and work timeframes to allow for timely payment.

CUSTODIAL CLEANING SCHEDULE
EXHIBIT A

BUILDINGS & TIMES TO BE SERVICED

1. Administration Building
314 Cleveland Ave.
Mansfield, Ohio 44902
Jim Schaub 419-961-8497
4:00pm to 7:30am

2. Service and Support Administration
220 Home Ave.
Mansfield, Ohio 44902
Jim Schaub 419-961-8497
5:00pm to 7:0am

FREQUENCY OF SERVICES

Regular custodial services five (5) days per week, Monday through Friday.

All main building entryways and all restrooms will need cleaned, and all trash removed (5) days a week, Monday through Friday.

SERVICES TO BE PERFORMED

1. ALL FLOOR AREAS HARD AND CARPET AREAS

a. HARD SURFACE

Daily: Dust mop, spot mop
April 1 – November 14 floors are to be wet mopped twice weekly
November 15 – March 31 floors are to be wet mopped daily

b. CARPETED AREAS (Vacuums with HEPA filters)

Daily: Vacuum high traffic areas (main hallways, public common areas, etc.)
Weekly: Vacuum all other carpet

2. FURNITURE & FIXTURES – DESKS ARE THE RESPONSIBILITY OF THE BOARD

a. WASTEBASKETS (DESKS & ENTRANCES)

Daily: Empty
Monthly: Wash

b. FILES & OTHER FURNITURE – NO PERSONAL FURNITURE OR DECOR

Weekly: Dust tops

c. HORIZONTAL LEDGES WITHIN THE BUILDING (INCLUDING WINDOW SILLS)

Monthly: Dust tops/sides of files, arms/legs of office chairs, etc.

d. SMOKING POTS

Weekly: Empty

e. TABLES & COUNTER TOPS

Daily: Clean, disinfect (Customer countertops ONLY)
Weekly: Dust and/or clean

- f. BASE BOARDS
 - Monthly: Wash
- g. PARTITIONS
 - Monthly: Dust
- 3. RESTROOMS - DAILY
 - a. Washbowls Clean, disinfect
 - b. Commodes Clean, disinfect
 - c. Partitions/Walls
 - Daily:** Dust and spot clean
 - Weekly:** Clean and disinfect
 - d. Metal & Hardware Clean and disinfect
 - e. Mirrors Clean glass
 - f. Horizontal Surfaces (Counters) Wet wipe and disinfect
 - g. Floors Sweep, wet mop using antiseptic cleaner
 - h. Trash Empty all trash
 - i. Dispensers fill all paper and soap dispensers
- 4. STAIRWELLS/STAIRCASE/GRAB RAILS
 - Twice a week: Sweep and damp mop
 - Weekly: Clean and sanitize handrails
- 5. ELEVATOR
 - Daily: Clean floors, clean walls, ceilings, kickplates, doors and side panels
- 6. DRINKING FOUNTAINS:
 - Daily: Clean and disinfect
- 7. KICKPLATES
 - Daily: Clean
- 8. KITCHEN AREAS
 - All kitchen areas
 - Bi-Weekly: Clean and disinfect counter and sink
- 9. ENTRYWAY GLASS DOORS/WINDOWS – **Including each office and vestibules**
 - Daily: Spot check glass, disinfect door handles, and clean if needed
 - Monthly: Clean glass inside and outside
- 10. MISCELLANEOUS
 - a. All buildings
 - Semi-annually: Walls – wash and clean paneling
 - b. All buildings
 - Quarterly: Vent cleaning anything below 9 ft.