

Mariemont City School District
Request for Proposal
Janitorial Services
March 29, 2021

Article 1: General Guidelines

Article I. 1: Introduction

The Mariemont City School District is requesting Proposals for the provision of janitorial service herein described.

These specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by the Specification are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its Proposal rests. The contract will be awarded to the Proposer by the Board. It is appropriate to emphasize that the lowest Proposer may not be the best and thus rejected as the winning bid. The Board reserves the right to consider all relevant and reasonable criteria in selecting the Contractor that may or may not be expressed in this Specification description.

This contract is not subject to the competitive bidding requirements of Ohio Revised Code section 3313.46 and therefore is not subject to the standard of awarding the bid to the "lowest responsible bidder" in compliance with Ohio Revised Code section 3313.46.

Article 1.1.1: Janitorial Service

This service shall include the successful Proposer providing necessary insurance, janitorial supervisors, janitors and a minimum of 3 substitute janitors that must be available each day throughout the life of the contract. Under this option, the successful Proposer will employ all janitorial employees and supervisors. No subcontracted work or contracts will be permitted.

Article 1.2: Rejection of Proposals

The Board reserves the right to reject any and all Proposals based upon its sole discretion and to reissue this RFP if it so chooses. Contractors who meet the Board's criteria are requested to submit a sealed Proposal for this work. All work will be performed under the statutes, and regulations, and policies of the State of Ohio, Ohio Department of Education and the Board that relate to these services.

Article 1.3: Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.3.1 Employees

Any employee or any official of the Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the Board, shall be subject to prosecution to the full extent of the law as provided for by the Ohio Revised Code.

1.3.2 Entities

Any person, firm or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee of the Board, elective or appointive for the purpose of inducing sales to the Board, shall be subject to prosecution to the full extent of the law as provided for by the Ohio Revised Code.

Article 2: Instructions

Article 2.1: Invitation

Two (2) copies of the Proposer's Proposal for the following work will be received by April 5, 2021, between the hours of 8:00AM and 12:00PM in the manner and on date hereinafter specified for the furnishing of janitorial services to the Board for a three-year period commencing June 30, 2021 and expiring at the end of the 2023-2024 school year and as set forth in this request and approved by the Board, and under the terms and conditions of this invitation.

Article 2.2: Project Description

This proposal Consists of supplying necessary supplies (as set forth below), staff and equipment as required by this specification in order to provide janitorial services in a safe, effective, and efficient manner. Proposer shall also furnish supervisory staff, which will meet with building principals at a minimum of two times per week, and the plant operations manager weekly.

Mariemont High School	177,197 square footage
Mariemont Junior High School	52,434 square footage
Mariemont Elementary School	99,410 square footage
Terrace Park Elementary School	66,466 square footage
Mariemont Transportation	1,500 square footage

School Employees Retirement System payments are to be included in the pricing.

SERS charge above the mandatory 14% for part-time employees must be calculated into overall cost of the total cost of submitted proposal.

No proposals will be accepted, which are not submitted by the company conducting the day-to-day cleaning of the district. No subcontracting of janitorial services will be permitted by the Mariemont City School District. All employees must receive a W-2 from the winning bidder and no 1099 forms are permitted to be issued to individuals providing service to the School District hereunder by the winning bidder.

All can liners, toilet paper, paper towels, hand soap, urinal blocks, and sanitary napkin bags will be provided by the Mariemont City School District.

All cleaning supplies, chemicals, including floor finish, and cleaning equipment will be provided by proposer.

See Appendix A for more detailed listing of cleaning specifications.

Alternate 1: Summer Cleaning of all buildings listed above. See Appendix B for more detailed listing of cleaning specifications.

Alternate 2: Winter and Spring break cleaning of all buildings listed above. See Appendix C for more detailed listing of cleaning specifications.

Article 2.3: Program Growth

The Board will reserve the right to increase or decrease the number of days over the life of the contract. The cost of the added days, if needed, will be at the per diem or pro-rated cost approved in the contract. Should the program significantly change in scope then either party may request that appropriate pricing adjustments be considered.

Article 2.4: Building Tours

The Board has designated a predetermined building tour for all Janitorial Companies to attend, which will take place on March 31, 2021 starting at 9:00AM at Terrace Park Elementary School, 623 Elm Avenue, Terrace Park, Ohio 45174. Representative(s) from the Janitorial Company must be present not later than 9:00AM to participate in the tour. Please note, Janitorial Company representatives not present at the aforementioned predetermined time and date will not be permitted to conduct building tours. Janitorial Company must be present at tour to bid.

Article 2.5: Time and Date of Deadline

The Proposals for janitorial services will be received until 12:00 noon on April 5, 2021. All Proposals must be received by the time and date designated in this document and none will be

considered thereafter. The Board will not assume the responsibility for any delay as a result of failure of the mail to deliver Proposals on time.

Article 2.6: Mailing Address

Proposals must be mailed or delivered in an envelope clearly marked "Janitorial Proposal for the Mariemont City School District to:

Mariemont High School
Attention: Lance Hollander
1 Warrior Way
Cincinnati, Ohio 45227

Article 3: Contract

Article 3.1: Period of Contract

The contract will be for 3 years with a notice of cancellation clause to be included in the contract (in accordance with Ohio Law).

Article 3.2: Award of Contract

3.2. 4: Conditions for Award and Execution

The issuance of an award of the contract is contingent upon securing an acceptable Proposal within the Board's discretion. The contract entered into will be finalized upon the approval of the Board.

3.2.2: Contract Negotiation

Unless otherwise provided in the Specifications, the agreement to contract will be negotiated between the Board and the Contractor or Contractors in the Board's sole discretion.

Article 4: Proposals

Article 4. 1: Right to Reject

The Board reserves the right to reject any and all Proposals and to reissue this RFP if it in its sole discretion it so chooses. The Board also reserves the right to waive all informalities and/or technicalities where the best interest of the Board may be served including the right to award a contract without further discussion or negotiation with anyone proposing these services.

Article 4.2: Prices

All prices proposed by Proposers must be firm prices for a maximum period of sixty (60) days to

allow acceptance by the Board. If awarded the contract, the prices will then be firm during the time period indicated by the Proposer.

Article 4.3: Corrections:

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluid are to be initialed.

Article 4.4: Evaluation Period

It is the intent of the Board to award the contract in due course and after a reasonable Proposal evaluation period to the best Proposer, in the Board's sole discretion.

Article 4.5: Proposal Documents – Copies

4.5.1: Copies

Two (2) copies of the Proposal shall be submitted.

4.5.2: Authorized Signature

The Proposal shall include the legal name of the proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. Each Proposer shall provide the address of the Company's headquarters and a description of its ownership structure. If proposer is a wholly owned or controlled subsidiary of another entity, the parent entity(ies) and its (their) ownership structure shall also be described in detail including the CEO, CFO, and Board of Directors. Each Proposal submitted by an agent shall have current Power-of-Attorney, certificate of authorization, or board resolution attached certifying agent's authority to bind the Proposer in contract.

4.5.3: Preparation Costs

Neither the Board nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this invitation. Proposers should prepare its responses simply and economically, providing straightforward and concise responses.

Article 4.6: Submission of Proposals

4.6.1: Supporting Information

The Proposal and any supporting data required (if any) to be submitted with the Proposal shall be enclosed in the same envelope.

4.6.2: Cost Figures

The cost Proposal shall be submitted on the pricing form attached as Exhibit 1. This Pricing page shall be included in the sealed envelope. Alternative pricing methods may be considered. A detailed schedule that replicates the current system and provides adequate explanation for computing the annual cost must also be included with any alternatives.

4.6.3: Sealed Envelope

The envelope containing the Proposal and a completed Exhibit I shall be addressed as set forth in Article 2.5 and shall be identified with the Proposer's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "PROPOSAL ENCLOSED" on the face thereof.

4.6.4: Delivery

Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. Proposals received after the closing time and date for receipt of Proposals will not be considered. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals or any extension thereof made by addendum. Oral, electronic, telephonic or telegraphic Proposals are INVALID and will not receive consideration.

Article 4.7: Proposer's Representative

Each Proposer by making his Proposal represents that:

- He/she has read and understands the Specification documents and his/her Proposal is made in accordance therewith.
- He/she has visited the Board and district and has familiarized himself/herself with the local conditions under which the work is to be performed.
- His/her price Proposal is based upon personnel and equipment described in the Specification and in accordance with all Specification conditions and terms or clearly described as an alternative to the requirements of this specification.

Article 4.8: Non-Collusion and Non-Conflict of Interest

Proposers, by submission of the Proposal, acknowledge that no officer or employee of the Board shall benefit financially or have any interest in this janitorial contract nor has it attempted to influence any public employee to breach ethical conduct standards. Proposers shall state under oath and affirmation if their firm has ever been under investigation, indictment or criminal information for any of the following:

- * Attempting to influence a public employee to breach ethical conduct standards;
- * Colluding or attempted colluding with other bidders to restrain competition by any means;
- * A criminal offense related to the application for or performance of any public or private contract, including but not limited to, embezzlement, theft, forgery, bribery, falsification or

destruction of records, receiving stolen property, tax fraud and any other offense that directly reflects on the vendor's business integrity;

- * Criminal offense under state or federal antitrust laws;
- * Deliberately or willfully submitting false or misleading information in connection with the application for or performance of a public contract; or
- * Has been debarred by another state or by any agency or department of the federal government.

Article 4.9: Terminated Accounts

Proposers must include a listing of all janitorial contracts terminated, non-renewed or otherwise ended in the last five years. Proposers must include the agency name, address, contact person, and phone number of the agency/entity that previously held the janitorial contracts with Proposer.

Article 5: Proposal Consideration

Article 5.1: Proposal Review and Negotiations

The Board reserves the right to conduct negotiations of technical aspects of the Proposals after reviewing all Proposals submitted. The Board also reserves the right to negotiate proposal cost with the representative of the Proposer(s) that the Board deems is best in terms of the Proposer's capabilities and local janitorial experience. This includes consideration of satisfactory Ohio references of similar project scope and type, performance history, work stoppage history, local safety resources and educating programs. The Board may execute a contract with the best Proposer under whatever terms and conditions the Board determines to be in its best interest.

Article 5.2: Waiver of Technicalities or Informalities

The right to reject any and all Proposals and to waive technicalities and minor irregularities in Proposals shall be maintained and preserved by the Board. Technicalities or minor irregularities in Proposals may be waived when the Board determines that it will be in the Board's best interest to do so. The Board may either give a Proposer an opportunity to cure any deficiency where it is advantageous to the Board to do so.

Article 6: Pricing

Article 6.1: Pricing Form

6.1.1 Exhibit I

The Proposer shall submit with its Proposal a completed Exhibit 1.

Article 7: Equipment and Personnel

Article 7.1: Equipment

Equipment & Supplies shall be provided by the successful Proposer unless otherwise stated herein.

Article 7.2: Employees

7.2.1 Employees

All employees shall be carefully selected as to character and ability and must pass all requirements and tests provided for by the Ohio Department of Education, Ohio Revised Code and the Ohio Administrative Code. All janitors will be qualified, competent and trained in the operation of all janitorial equipment. All employees should have undergone a criminal record check as required of school employees pursuant to Ohio Revised Code Section 3319.39, et al. Contractor shall maintain copies of conviction record transcripts and references on all drivers, all of which shall be made available to Board upon request.

7.2.2 Employee Qualifications

All on board janitorial staff shall be carefully chosen based upon their character. At the minimum, all janitorial staff and supervisors must be prescreened. Each prospective applicant must have their criminal records researched. Contractor shall conduct pre-employment probable cause and random drug and alcohol testing of all safety-related employees as permitted by law

7.2.3 Janitorial Conduct

Contractor will promptly investigate all complaints of improper conduct on the part of any janitor, or supervisor, and will report the complaint and the results of the investigation to the Board or designee. Contractor shall take reasonable steps to prevent its employees from exposing anyone to impropriety of word or conduct. Contractor shall not permit its janitors, or supervisors, to use tobacco, drink any intoxicating beverage, or to be under the influence of drugs or alcohol while performing duties.

7.2.4 Equipment and Material Safety Data Sheets

The following list of equipment must be on site and in good working order at the assigned locations at all times and throughout the life of the contract and provided by the Janitorial Contractor.

Upright Vacuums – 5

Backpack Vacuums – 25

24 inch riding Auto Scrubber – 1
20-inch Auto Scrubbers – 4
Kaivacs – 4
Omni Flex – 2
Extractors – 2
Burnishers – 4
Swing Machines – 2
Wet Vacs – 2
Pool Robot – 1
Electrostatic Sprayer – 3
Snow blowers - 2

The contractor must at all times have MSDS sheets located in each custodial closet throughout the district. The MSDS sheets must be kept in a neat and orderly fashion, up to date, easily located, and the entire staff must be trained in using them.

Article 8: Taxes and Payroll Deductions

Article 8.1: Deduction for Taxes

The Contractor shall accept liability for payment (for its employees) of all applicable payroll taxes or deductions required by local and federal law, social security, State Employees Retirement System, Medicare, and unemployment. The Contractor must provide W-2 forms to all employees and no 1099 forms are permitted to be issued. A 10% withholding from employees and a 14% match requirement for SERS contributions is required.

Article 8.2: Worker's Compensation Insurance

Worker's Compensation Insurance through the State of Ohio Bureau of Workers Compensation and employer's liability insurance shall be carried by Contractor to the full amount as required by law.

Article 9: Equal Employment and Non-discrimination

Article 9.1: General Policy

The Board is committed to a policy of providing equal job opportunities on public contacts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places, notices setting forth the provisions of the Equal Opportunity Clause.

Article 9.2: Contractor Representations

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political option or affiliation.

Article 10: Operation Requirements

Article 10.1: Dismissal

The Board reserves the right, subject to Contractor's collective bargaining obligations, to request the dismissal or transfer of any of the Contractor's employees whose performance actions are detrimental to the Board program. The Contractor shall dismiss any employee involved in misconduct, drugs, alcohol consumption, use or possession of firearms on Board premises, upon learning of such problem, or at the Board's request.

Article 10.2: Management:

Contractor shall provide the necessary on-site management personnel to operate the Board operation in an effective manner. Board reserves the right of interview over Contractor provided management personnel.

Article 11: Insurance

Proposer must furnish evidence that it carries standard public liability with responsible companies licensed to do business in Ohio. The policy shall set forth the Board as an additional insured party.

Article 12: Indemnity

Contractor shall indemnify, defend, and hold Board, its officers and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, fines, action at law, equity or administrative proceeding arising out of or in connection with this Agreement, or arising from any and all acts or omissions of Contractor, its agents, employees, licensees, or invitees.

EXHIBIT 1
PRICING FORM

Daily Rate based on 180 days _____

Total Annual Cost _____

3 Year Round Day Custodians _____
Alternate 1: Summer Cleaning _____

Total Cost _____

Total Hours _____

Alternate 2: Winter and Spring Break Cleaning _____

Total Cost _____

Total Hours _____

Hourly Rate for additional work _____

Please place a check mark or fill in the information requested in areas, which apply to your company.

Years in business _____

Only clean schools _____

Local Company/Headquarters _____

Average length of cleaning contract _____

School References (please attach to proposal) _____

Business partnership programs with schools (please attach to proposal) _____

APPENDIX A

School Cleaning Specifications Evening School Day Classrooms

Classrooms – Daily:

- Backpack vacuum floors and carpet
- Spot mop floors
- Remove trash and replace liner
- Clean desk and table tops
- Clean white boards
- Empty pencil sharpeners
- Refill paper and soap dispensers
- Clean sinks

Classrooms –Weekly:

- Wet mop entire floor
- Clean door glass and door frame
- Spot clean walls around trash cans

Restrooms and Locker Rooms:

- Sweep floors
- Empty trash and replace liners
- Refill paper and soap dispensers
- Remove graffiti
- Clean mirrors
- Clean and disinfect sinks
- Clean and disinfect toilets and urinals
- Spot clean walls and partitions
- Damp mop floor

Entrances, Hallways, Stairs, and Lobbies – Daily:

- Dust mop/sweep floors and stairs
- Auto scrub or wet mop floor
- Vacuum carpet and walk-off mats
- Clean entry door glass and side panels
- Clean and disinfect drinking fountains
- Remove trash and replace liners
- Spot clean walls and locker fronts of graffiti

Entrances, Hallways, Stairs, and Lobbies - Weekly

Dust ledges
Wet mop stairs
Clean display case glass
Buff floors

Media Centers, Computer Rooms, Offices, and Teachers' Lounge – Daily:

Backpack floors and carpet
Remove trash and replace liners
Clean countertops and table tops
Clean entry glass
Clean and disinfect sinks, toilets, and floors (where applicable)
Media Centers, Offices, and Computer Rooms - Weekly
Dust ledges and bookcases
Dust computers
Spot clean walls and door frames

Cafeterias and Serving Areas – Daily:

Clean cafeteria tables during and after lunch
Empty trash and replace liners
Spot clean walls around trash cans
Sweep and dust mop floor after lunch
Damp mop under tables
Auto scrub aisles

Gymnasiums – Daily:

Sweep and dust mop floor
Spot mop floor
Vacuum walk-off mats
Remove trash and replace liner
Locker rooms receive same cleaning as restrooms above
Lobby receives same cleaning as lobbies above
Clean bleachers after events

Gymnasiums – Semi –Weekly:

Auto scrub gym floor

Auditoriums:

Vacuum
Remove trash and replace liners

Stadium / Concession Stand / Restrooms / Press Box / Track:

Outside Trash:

-Cans on field

- Cans on fence line

- Cans behind press box

- Cans in parking lot

Sweep up any small trash and pick up any large trash that is left behind in stadium seats, field, driveway,

grassy hill by steps, and behind press box. (Use blowers in seats if necessary)

Press Box:

- Pick up any large trash

- Take out trash

- Vacuum carpets

Concession Stand:

- Sweep the floor. Make sure to get underneath all the counters and shelves along the wall.

- Take out trash. This includes boxes stacked outside concession stand door.

- Mop floor

Restrooms:

- Pick up any trash

- Sweep floors

- Stock (soap, wax bags, toilet paper)

- Clean (mirrors, dispensers, sinks, urinals, toilets)

- Take out trash and replace liners

- Mop floors

APPENDIX B
SUMMER DEEP CLEANING SPECIFICATIONS

Classrooms:

Wash all student furniture
Wash walls and boards (8 feet and below)
Wash doors and door frames
Clean inside of windows
Dust light fixtures
Clean trash cans
Top scrub floors
Refinish floors
Extract carpet

Restrooms and Locker Rooms:

Clean mirrors
Clean and disinfect sinks
Clean and disinfect toilets and urinals
Clean walls and partitions
Clean trash cans
Clean dispensers
Top scrub floors and reapply finish where necessary
Kaivac where applicable

Entrances, Hallways, Stairs, and Lobbies:

Wash walls, railings, etc. (8 feet and below)
Clean inside of windows
Top scrub floors
Refinish floors
Extract entrance mats and carpet

Media Centers, Computer Rooms, Offices, and Teachers' Lounge:

Wash all furniture
Wash walls eight feet and below
Clean inside of windows
Top scrub floors
Refinish floors
Extract carpet

Cafeteria:

Wash walls eight feet and below
Wash furniture
Clean trash cans
Top scrub floors
Refinish floors
Clean inside of windows

Kitchens:

Wash walls eight feet and below
Clean trash cans
Top scrub floor and refinish where applicable

Gymnasiums:

Wash walls eight feet and below
Sweep and mop bleachers and under bleachers
Auto scrub floor

Auditorium:

Vacuum and mop under chairs
Extract carpet

Stadium / Concession Stand / Restrooms / Press Box / Track

APPENDIX C

Winter & Spring Break Cleaning Specifications

Classrooms:

Clean all desk tops
Dust all computers and monitors
Clean all door frames
Clean all door glass (no streaks or marks)
Detail back pack vacuum all floors (all corners and edges thoroughly cleaned)
Thoroughly wet mop floors
Clean carpets with carpet extractor

Entrance Ways, Stairwells & Hallways:

Clean all door glass (no streaks or marks)
Detail back pack vacuum all floors (all corners and edges thoroughly cleaned)
Burnish floors with a minimum rpm of 1,600
Wipe off with a damp rag all horizontal surfaces
Wipe off with a damp rag all railings

Restrooms:

Kaivac/Kaizen used throughout the entire district (or district approved similar substitute)

Clean all mirrors (no streaks or marks)

Miscellaneous Areas

Clean High School locker rooms daily

Clean High School lobby daily

Clean Central Offices daily

Clean School building offices one time per week (schedule to be obtained from the district)

Clean and stock all custodial closets.