

ORDINANCE NO.: 2017- 79
INTRODUCED BY: MR. MITCHELL

4067

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THERESA BROWN (dba CLEAN SWEEP)
FOR THE PURCHASE OF CUSTODIAL SERVICES IN 2018
AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Chagrin Falls solicited bids for the purchase of custodial services for municipal buildings; and

WHEREAS, upon review of the received bids, the Village determined that the lowest and best bidder for custodial services is Theresa Brown (dba Clean Sweep); and

WHEREAS, the Village desires to renew its agreement with Theresa Brown (dba Clean Sweep) subject to the new pricing in the proposed bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be and hereby is authorized and directed to enter into an agreement with Theresa Brown (dba Clean Sweep), for the purchase of custodial services, in accordance with the Agreement attached hereto and made a part hereof as Exhibit "A" at the rate of Twenty-Five Thousand Two Hundred and Fifty-One Dollars (\$25,251.00) for calendar year 2018, payable in twelve (12) monthly installments of Two Thousand Seventy-Three Dollars (\$2,073.00) and an additional one (1) time hardwood floor cleaning at the rate of Three Hundred and Seventy-Five Dollars (\$375.00). The Mayor and Chief Administrative Officer may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

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SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the habitants of the Village and for the further reason that this Ordinance must be immediately effective so that the Village may provide for continuous custodial services and cleaning of floors at municipal buildings within the Village; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: November 27, 2017



Karl Maersch, Council President

Submitted to the Mayor for his approval on this

28 day of November, 2017

Approved by the Mayor

November 28, 2017



Mayor William Tomko

I hereby certify that Ordinance No. 2017-79 was duly enacted on the 27th day of November, 2017, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

EXHIBIT "A"

VILLAGE OF CHAGRIN FALLS

PROPOSAL CONTRACT

This Agreement, made and entered into in Chagrin Falls, Ohio this 28 day of November, 2017 by and between the Village of Chagrin Falls ("Village") and Theresa Brown dba Clean Sweep ("Contractor") witnesseth: that the said Contractor has agreed and by these presents does agree with the Village for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to perform custodial services; commencing work January 2, 2018 and performing such custodial services throughout the calendar year 2018, and a one (1) time hardwood floor cleaning, when directed, by the Chief Administrative Officer of the Village, and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract which are attached hereto and made a part hereof as Exhibit "1":

1. Request for Proposal dated October 30, 2017, which contains the Contractor's Bid in Response to the Request for Proposal dated November 1, 2017.

The Contractor agrees and understands that the work on this Contract shall be subject to the acceptance of the Village based upon and in accordance with the Contract Specifications set forth in the Request for Proposal dated October 30, 2017.

It is hereby mutually agreed that the Village is to pay and the Contractor is to receive the monthly sum of Two Thousand and Seventy-Three Dollars (\$2,073.00), plus a one (1) time fee for cleaning of the hardwood floors by machine cleaning in return for payment in the sum of Three Hundred and Seventy-Five Dollars (\$375.00) for all work performed and all materials provided.

This Contract shall be in full force and effect from the date of execution by the parties. This Contract shall be governed by and subject to interpretation by the internal laws of the State of Ohio. In the event of any dispute, interpretation or any matter regarding execution and performance of this Agreement shall be litigated exclusively in the State and Federal Courts having jurisdiction in Cuyahoga County, Ohio.

The undersigned, having full knowledge of the specifications for the improvements and the conditions of the proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the prices specified.

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been approved and are unencumbered and are either in the treasury or in the process of collection

November 28, 2017



David B. Bloom, Finance Director
Village of Chagrin Falls

EXHIBIT "1"

REQUEST FOR PROPOSALS

**PROJECT: CUSTODIAL SERVICE
OWNER: VILLAGE OF CHAGRIN FALLS**

DATE: October 30, 2017

RFP DEADLINE: November 10, 2017 @ 12:00 noon

The Village of Chagrin Falls (Village) is inviting sealed proposals for CUSTODIAL SERVICE for municipal buildings within the Village of Chagrin Falls, Ohio.

Please be advised that the terms and conditions contained herein represent only the terms of the request for proposals (RFP) process as a basic outline of a transaction. As such, they shall not be binding upon either party until incorporated into contract documents to be negotiated in form and substance acceptable to and executed by the Owner and Contractor in a formal binding contract.

GENERAL CONDITIONS OF THE PROJECT

1. **Insurance:** The Successful Bidder shall purchase and maintain during the life of the contract, comprehensive General Liability, comprehensive Automobile Liability, Workers' Compensation, and Umbrella/Excess Liability at limits of not less than the limit set forth below.

Original Certificate of Insurance, indicating the contractor name, must be submitted, approved, and on file with the owner prior to the execution of the contract. The Certificates must provide for thirty (30) days written notice to the Village prior to cancellation, non-renewal, or material modifications. Such Certificates must name the Village of Chagrin Falls as an Additional Insured with respect to the contract. All insurance carriers must be licensed in the State of Ohio and be rated at least "A" in Best's.

Insurance coverage must meet or exceed the following:

- a. Comprehensive General Liability (CGL) with limits of:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$ 5,000 Medical Expense, Each Person
- b. Certificate of Premium Payment from the State of Ohio - The Industrial Commission and Bureau of Workers' Compensation.
- c. All Insurance Carriers shall provide certification of incorporation in accordance with the provisions of Section 3941.02 Revised Code of Ohio
- d. The Village shall be furnished, prior to contract execution, with Certificates of Insurance evidencing coverage in compliance with the requirements hereof, and showing the Owner as an Additional Insured and providing that thirty (30) days written notice in advance of cancellation or material change of coverage shall be

2. Deadline: Proposals will be received at;

Chagrin Falls Village Hall
Office of the Chief Administrative Officer
21 West Washington Street
Chagrin Falls, OH

until 12:00 noon on Friday, November 10, 2017 and will be opened publicly and read aloud at that time and place. Bidders must submit one (1) original set of its Proposal in one sealed envelope clearly marked "CUSTODIAL SERVICES BID." Proposals will be valid for thirty (30) days after the Proposal opening date.

3. Prior Information: Any information which may have been released by this the Village either verbally or in writing prior to the issuance of this RFP shall be disregarded.

VILLAGE OF CHAGRIN FALLS SPECIAL PROVISIONS

- 1. Bid Bond:** A bid bond in the form of a certified check in the amount of \$500.00 will be required to guarantee that the bidder will enter into a contract under the terms of the RFP.
- 2. Term:** The Contract is for a one year term (January 1, 2017 through December 31, 2017).
- 3. Subcontracting prohibited:** Contractor shall not subcontract out for the services to be performed.
- 4. Direct Principal Involvement:** All services must be performed by or performed under the direct supervision of the Bidder's Principal(s). (A "Principal" is a person who has controlling authority or is in a leading position in the company).
- 5. Inspection required:** Bidders shall inspect premises before submitted bid to familiarize themselves with the areas and facilities to be cleaned.

CUSTODIAL SERVICE GENERAL SPECIFICATIONS

- 1. Service Schedule:** Customer service shall be supplied on a daily basis five (5) days per week, Monday through Friday except on Village Holidays. Cleaning shall not interfere with any scheduled evening meetings nor interrupt working conditions of Village employees during regular business hours. A schedule of cleaning hours shall be provided and are subject to the approval of the Chief Administrative Officer.
- 2. Equipment and Supplies:** All cleaning equipment and supplies shall be supplied by the Contractor except as follows. The Village will supply trash can liners, hand soap, tissues, light bulbs and paper towels. Equipment used shall be properly maintained at all times to prevent streaking and smearing.
- 3. Resilient tile and hard floors:** All uncarpeted floors shall be swept and dust mopped with a mop specifically treated to pick up and retain dust and dirt.
- 4. Carpeted floors:** All carpeted areas shall be vacuumed daily and spot cleaned as necessary.

AREAS TO BE SERVICED

- 1. Entrance and Reception Areas:** These areas shall be kept in an excellent condition so as to leave a favorable impression with everyone who might enter the building.
- 2. Village Hall:** All offices, stairways, washrooms, coffee room, hallways and Council Chambers.
- 3. Police Department:** All areas including offices, Detective Bureau, Interrogation Area, halls, and jail cells. Excluding sally port.
- 4. Shute Building (41 Walnut Street):** No service at this time due to renovation.

completion.

5. Services to Be Performed Daily (all areas):

- a. All desk tops, file cabinets, counter tops, flat surfaces, furniture, office equipment, window sills, ledges, and thermostats shall be dusted and cleaned.
- b. Stairway hard surfaces shall be dusted daily, including railings and rungs.
- c. Ashtrays shall be emptied of cigarette butts and debris.
- d. Telephones shall be dusted.
- e. All wastepaper baskets, trash containers, and paper shredders shall be emptied into solid waste disposal carts in the alley. Containers shall be washed as necessary.
- f. Recycling containers shall be emptied into recycling carts in the alley.
- g. Finger marks shall be removed from all partition glass, door frames, light switches, etc.
- h. All bathroom fixtures, urinals, toilets, sinks, mirrors, and partitions shall be thoroughly cleaned and disinfected.
- i. Paper products, towels, and soap dispensers shall be checked and replenished as necessary (all these products to be supplied by the Village).
- j. All drinking fountains shall be cleaned and disinfected.
- k. Jail cells shall be cleaned and disinfected at the direction of the Police Chief.
- l. All carpeted areas, including stairways, shall be vacuumed and spot cleaned.
- m. Uncarpeted entrance and reception areas, all halls and corridors, and washroom floors shall be swept with a treated dust preventive mop and thoroughly washed. Any scuff marks shall be removed.
- n. All baseboards shall be dusted and cleaned.
- o. Light bulbs replaced.

6. Services to Be Performed Weekly (all areas):

- a. All leather and/or vinyl upholstery shall be washed; cloth upholstery shall be vacuumed.
- b. Coffee room sink cleaned and polished.
- c. Metal trim in entrance and lobby area shall be polished.
- d. Telephones shall be disinfected and polished.
- e. Vacuum all telephones, computer vents and keyboards.

7. Services to Be Performed Monthly (all areas)

- a. All ledges, sills, etc. (above eye level) shall be dusted.
- b. Return air grills and louvers shall be dusted or vacuumed.
- c. Dust chandeliers in council chambers.

8. Services to Be Performed on Request: Machine cleaning of the Council Chambers and downstairs hallway shall be performed once per year at the direction of the Administrator at a price to be negotiated separately.

9. References- Please attach a list of at least five (5) project references in which a similar type of service is performed.

EXCEPTIONS

All exceptions to the above specifications and conditions shall be clearly detailed in the space below (add pages if additional space is needed);

PROPOSAL PRICES

Price per month of all services in all Village buildings per specifications:

Price in words: two thousand, seventy-three dollars

Price in numbers: \$ 2,073.00

Hard floors per section 8:

Price in words: three hundred, seventy-five dollars

Price in numbers: \$ 375.00

This quote proposal is valid for 30 days from the bid opening date.

The undersigned, having full knowledge of the specifications for the service and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Proposal Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all proposals.

By signature below, I hereby certify that I AND my Insurance Agent have examined the insurance requirements in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

By: Clean Sweep Title: Owner
(Company) (Owner, Partner, or Corporate Officer)

Theresa Brown 17245 Messenger Rd.
(Name - Please Print) (Street Address)

(440) 478-1755 Chagrin Falls, OH 44023
(Phone) (City, State, Zip)

302-58-8194 Theresa Brown
(Federal ID Number) (Signature in Ink)

Executed at Chagrin Falls, OH this 1st day
of November, 2017

(City) (State)

Note: Evidence of authority to sign must be affixed and attested by the Secretary.
COMPLETION DATE: We do hereby agree, if awarded the contract, to guarantee