

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: WINDOW WASHING SERVICES

CONTRACT No.: OT905113

EFFECTIVE DATES: 04/05/13 to 03/31/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905113 that opened on 03/04/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

**SPECIAL NOTE:** State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Geraldine Berry, CPPB  
geraldine.berry@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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## **SPECIAL TERMS AND CONDITIONS**

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SPECIFICATION QUESTIONS:** Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

**MANDATORY/REQUIRED SUBMISSIONS:** As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive and the Bid Response may be disqualified with no further consideration given for potential awarding of the Contract.

**SITE VISIT:** Prior to submitting their bid response, the bidders are encouraged to visit the facility(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please refer to Location Specific Specifications. Site visits must be coordinated through the DAS Building representative as defined within this document. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: Multiply the Cost Per Cleaning times and Estimated Cleaning Per Year to arrive at an annual cost, and then add the estimated annual Cost for each location within each county to arrive at a total for all locations within a county.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total for each county. There will be one award per county listed herein. Failure to bid all locations within a county will result in the bidder being deemed not responsive for that county. Bidder may bid one or all counties, and may be awarded multiple counties if determined to be the lowest, responsive, and responsible bidder.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

### **SPECIAL TERMS AND CONDITIONS**

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

**USAGE REPORTS:** Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Geraldine Berry, CPPB.

**NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:** The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**BILLING:** Please do not put an individual's name on any invoices. Invoices are to be sent monthly to Department of Administrative Services, Office of Properties and Facilities, Attention: Accounts Payable, 4200 Surface Road, Columbus, OH 43228. For any billing questions please contact Carla Bridges @ [Carla.bridges@das.state.oh.us](mailto:Carla.bridges@das.state.oh.us).

**EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

## GENERAL SPECIFICATIONS

### I. SCOPE

It is the intention of these specifications that the awarded contractor hereunder shall furnish, and the Department of Administrative Services, herein after referred to as "DAS", shall purchase window cleaning services covered by the contract during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.

The Contractor shall provide all labor, materials, supervision, equipment, services, incidentals, and related items necessary to wash and clean windows, doorways, and transoms on the inside and outside of DAS buildings at various locations, as specified herein. In addition, the Contractor shall be responsible for maintaining all certifications as required by law. It is the Contractor's responsibility to visit each location prior to bidding and become familiar with the equipment and expectations of that facility.

All work or site visits are to be coordinated through the DAS Building Representative designated within this document.

### II. JOB SPECIFICATIONS

- A. The Contractor shall wash all exterior windows, glass doorways, transoms, on both the interior and exterior of the various buildings listed. The Contractor shall work with the DAS building representative at each location for specifics for each location prior to each visit.
- B. All window surfaces specified shall be washed thoroughly, removing all dirt, dust, and foreign matter, and squeegee clean leaving no smears, smudges, or film. The Contractor must contact the DAS representative for any windows or doorways that are being blocked from being washed and cleaned because of grates, bars, or screening.
- C. If applicable, the Contractor shall use extreme caution so as not to damage window unit air conditioners in the performance of his duties under this contract.
- D. The Contractor shall exercise care when cleaning interior windows that are coated with tinting materials.
- E. The Contractor shall not use abrasive materials.
- F. The Contractor's equipment shall be outfitted with non-skid feet to prevent marking of floors and indents of plexichrome and asphalt sidewalks.
- G. The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- H. Smoking is strictly prohibited in any DAS buildings. Smoking shall be restricted to only those designated areas at each location.
- I. The Contractor shall obtain all necessary licenses, permits, and certifications for performing this Contract.
- J. All Subcontractors are to be preapproved through DAS Procurement Services prior to beginning any work. If not approved, they may be asked to leave the work site and not return until approvals are obtained. The State will not bear any costs associated with this action.

### III. WORK SCHEDULE, INTERRUPTIONS, PROPERTY PROTECTION

- A. All work must be performed between the hours of 7:30 a.m. through 5:00 p.m. Access to any building must be coordinated with the DAS building representative of each location. Work can be accomplished during the weekdays Monday thru Friday excluding State Holidays:

New Years Day  
Martin Luther King, Jr. Birthday  
Memorial Day  
Labor Day  
Thanksgiving Day

Columbus Day  
President's Day  
Independence Day  
Veteran's Day  
Christmas Day

## GENERAL SPECIFICATIONS

- B. The work described in this specification shall be done with the least inconvenience to the building occupants. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the building representative.
- C. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the building representative.
- D. All work being performed shall fully conform to all local, state, and Federal safety regulations. It is the responsibility of the Contractor to be aware of these laws, rules and regulations. Failure to know these, does not relieve the Contractor from any responsibility and payment of damages as a result.
- E. DAS reserves the right to alter the number of annual cleanings and the months within which they are performed at any time during the term of this agreement. The one time rate quoted for each facility will be used to compute actual annual lump sum amounts should the number of cleaning cycles and dates be altered.

## IV. REFERENCES, MATERIALS, WORKMANSHIP, PERMITS, LICENSES, AND INSPECTIONS

- A. Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past twenty-four (24) months.
- B. With regard to this contract, the building representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost. Upon notification by the building representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- C. Certifications, Inspections, Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to DAS.
- D. Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of DAS, more advantageous to DAS, shall govern.
- E. Contractor is responsible for knowing and adhering to all Occupational and Safety Health Administration (OSHA) laws and regulations as applicable. Related to scaffolding:  
[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9720](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9720)

Contractor is responsible for following and knowing all Federal, State, and local laws and ordinances pertaining to these services.

## V. DEBRIS REMOVAL AND SAFETY

- A. The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a DAS representative, shall remove such debris and materials from DAS property. The Contractor shall leave all affected areas as they were prior to beginning work.
- B. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include but not be limited to OSHA, federal, state, and local laws and regulations. Adequate barricades shall be erected and maintained all around areas, where equipment and materials are stored and used. During all phases of the work, where needed, the Contractor shall make proper use of interior and exterior type temporary scaffolding and/or rigging, during the actual work.

## **GENERAL SPECIFICATIONS**

### **VI. UTILITIES**

DAS shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the building representative office at least one (1) day in advance of the expected occurrence.

### **VII. POTENTIALLY HAZARDOUS MATERIALS**

It is encouraged that the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, and or plant life, not be used at any DAS building. In the event it is necessary, it is the Contractor's responsibility to gain approval from the DAS building representative and to provide a Material Safety Data Sheet (MSDS) at the time of each use. Any harm caused by the use of these materials shall be at the responsibility of the Contractor.

### **VIII. BACKGROUND CHECKS, CONTRACTOR SECURITY CONSTRAINTS, AND VALID ID**

- A. Initial: Prior to working at any DAS facility, the Contractor will ensure that only those employees who have successfully completed background checks at the expense of the Contractor, have been accepted and cleared, are permitted to work in the facility.
- B. Intermittent: After inception of this Contract, and the initial background checks done on all employees, DAS may request a background check on the Contractor and/or any of the Contractor's employees at any time during this Contract. The intermittent background checks will be at the expense of DAS. Upon request, the Contractor shall supply DAS with the employee's full name, home address, driver's license number and social security number. Failure of the Contractor to provide this information to DAS will result in that individual not being permitted to work at any DAS location, and may result in breach of contract on behalf of the Contractor.
- C. The Contractor and all of the Contractor's employees must carry valid, photo identification with them at all times. Accepted forms of identification include: U.S. government issued work visa or green card, State issued driver's license or photo identification card. There will be no exception to this condition.
- D. The Contractor will cooperate fully with DAS at all times to control the access and movement of their employees.

## LOCATION SPECIFIC SPECIFICATIONS

The following information is specific to each location listed herein. Additional information and requirements can also be found in Appendix A of this document. This information is a guideline, and complete, detailed expectations and requirements will be discussed with the awarded Contractor and building representative upon contract inception. The building representatives are listed with each facility below. It is the Contractor's responsibility to work directly and receive instructions from these individuals after award.

Bidders are strongly encouraged to visit each location and meet with the designated DAS Building representatives to gain a thorough understanding of the scope of work, the requirements, and any special conditions that may exist.

All Contractors must sign in and out at the Facility Management Office. Building hours of operation are 7:30 AM – 5 PM. All visits must be preapproved by the DAS Building representative.

### **Frank J. Lausche Bldg: 615 Superior Ave, Cleveland, OH**

**Contact:** Anthony Matney (614) 332-9853

Lobby: Contractor will clean all windows, doors and transoms; interior and exterior  
Plaza-all windows, doors and transoms; interior and exterior  
Floors 2-12; exterior only

Scaffolding: Swing stage is available for use, however Contractor is required to obtain the necessary inspections and certifications.

### **Oliver R. Ocasek Bldg: 161 S. High Street, Akron, OH**

**Contact:** Anthony Matney (614) 332-9853

Lobby; windows, doors and transoms; interior and exterior  
Floors 2-5 windows and sunshade; exterior only  
Glass Roof Atrium; interior and exterior  
Skywalk windows on the east and west side of the building; interior and exterior.

### **DiSalle Government Center, 1 Government Center, Toledo, OH**

**Contact:** Anthony Matney (614) 332-9853

Lobby: Contractor will clean all windows, doors and transoms; interior and exterior  
Floors 3-22; exterior only

Scaffolding: Swing stage is available for use: however, Contractor is required to obtain the necessary inspections and certifications.

**APPENDIX A  
ADDITIONAL BUILDING INFORMATION**

Building Location	Building Size	Specifics Known
Frank J. Lausche Bldg 615 Superior Ave Cleveland, OH	12 floors-204'	<p>Standard building windows (floors 4-12) 41 1/2 inches Floor 3 - no windows</p> <p><b>Floor 2:</b> room 205 - 7'; room 210 - 3' hallway on Huron side - 3' Lottery point offices - 3' (several windows inset requiring ladders and field verification)</p> <p><b>Floor 1</b> Lobby Superior side - two windows stacked' 7' each (168 total) Lottery point- 11.5' above entrance doors – 4' Plaza Patio side - two windows 10.5' and 11.5' point hallway – 6' inches</p> <p>Lausche also has glass spandrels in between windows on floors 4-12</p>
Oliver R. Ocasek Bldg 161 S. High Street Akron, OH	5 floors-99'	<p>Lower level (West) windows: has one section that is 25' high by 50' on one side and the other side is 25' high by 42' and there are 10 bubbled atrium panels</p> <p>1<sup>st</sup> Floor lobby window- one section is 25' high by 42' / one section 12.5' high by 7.5' and one section is 6' high by 22' there are also 10 bubbled atrium panels bubble atrium</p> <p>Floors 2-5 are standard windows.</p> <p>1st floor south side windows only go about 1/2 the length of the building and due to grade of landscaping vary in size 1<sup>st</sup> floor north side windows go about 2/3 the length of the building</p> <p>There are glass sun shades attached to the windows on the south side of the building Two Sky bridges (East and West) will need field verification</p> <p><b>There is a glass Atrium spanning nearly the entire the length of the building which will need special consideration</b></p>
DiSalle Government Center 1 Government Center Toledo, OH	22 Stories-299' Main lobby height is 23'4" 116 windows per story	20 floors require cleaning

PRICE SCHEDULE

OAKS ITEM NUMBER	LOCATION	ESTIMATED CLEANINGS PER YEAR	COST PER CLEANING
TBD	Rhodes Tower-30 E. Broad Street, Columbus, OH-Franklin County-No Award*		
TBD	Riffe-77 S. High Street, Columbus, OH-Franklin County-No Award*		
TBD	Ohio Department of Education (ODE): 25 S. Front Street, Columbus, OH-Franklin County-No Award*		
TBD	Ohio Department of Health (ODH): 35 E. Chestnut Street, Columbus, OH-Franklin County-No Award*		
TBD	Ohio Department of Health (ODH): 246 N. High Street, Columbus, OH-Franklin County-No Award*		
TBD	General Services Division (GSD): 4200 Surface Road, Columbus, OH-Franklin County-No Award*		
TBD	Governor's Residence: 358 N. Parkview, Columbus, OH-Franklin County-No Award*		
<b>Frank J. Lausche Bldg: 615 Superior Ave, Cleveland, OH-Cuyahoga County</b>			
24492	First Floor - all doors and windows; interior and exterior	4	\$ 360.00
24493	Floors 2 through 12-all windows exterior only	2	\$ 5,760.00
24494	Plaza area – all doors and windows; interior and exterior	4	\$ 1,050.00
<b>Oliver R. Ocasek Bldg: 161 S. High Street, Akron, OH-Summit County</b>			
24495	First Floor lobby windows, doors and transoms; interior and exterior	4	\$ 360.00
24496	Floors 2-5 windows on the North side of the building; exterior only	2	\$ 1,680.00
24497	Floors 2-5 windows and sunshades on the South side of the building; exterior only	2	\$ 3,910.00
24498	Glass Roof Atrium spanning nearly the entire length of the building; interior and exterior	1	\$ 4,700.00
24500	Skywalk windows on the east and west side of the building; interior and exterior.	1	\$ 3,070.00
<b>DiSalle Government Center, 1 Government Center, Toledo, OH-Lucas County</b>			
24499	Lobby windows doors and transoms; interior and exterior	4	\$ 860.00
24501	Floors 3-22 all windows; exterior only	2	\$ 8,480.00

\*No Award-Franklin County will be rebid under Bid Number OT905413 and become part of this Contract upon award.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT905113 - 2 (03/31/15)



**Minority Business Enterprise (MBE)**

OAKS ID # 0000047452  
Dove Building Services, Inc.  
1691 Cleveland Avenue  
Columbus, OH 43211

TERMS: Net 30 Days

Remit To Address  
OAKS ID # 0000047452  
Dove Building Services, Inc.  
1691 Cleveland Avenue  
Columbus, OH 43211

CONTRACTOR'S CONTACT: Mr. Vern Gibson

Telephone: (614)299-4700  
Fax: (614)299-5599  
E-Mail: [vgibson@dovebs.com](mailto:vgibson@dovebs.com)