

CITY OF BLOOMINGTON UTILITIES DEPARTMENT:
Utilities Service Center
600 E. Miller Dr.
Bloomington, IN 47401
www.bloomington.in.gov

REQUEST FOR PROPOSALS

For

JANITORIAL SERVICES

RFP #2024-JANITORIAL

RELEASE DATE: Monday, October 28th, 2024

MANDATORY SITE MEETING DATE: Thursday, November 7th, 2024

AFFIRMATIVE ACTION PLAN DUE: Wednesday, November 13th, 2024

SUBMITTAL DATE: Friday, November 22nd, 2024

PURPOSE:

The City of Bloomington Utilities is requesting proposals for Janitorial Services at multiple city utilities facilities located through-out Bloomington, Indiana. The purpose of this request is to provide interested parties with information to enable them to prepare and submit a proposal for the scope of services included in this request. The City of Bloomington Utilities (CBU) intends to use the results of this process to potentially award contracts for Janitorial Services requested in this proposal for the facilities operated by CBU.

PART I: GENERAL INFORMATION

1.1 BACKGROUND:

The City of Bloomington is located in Indiana. The City of Bloomington Utilities (herein referred to as “CBU”) is part of the City of Bloomington municipal government. This proposal includes the City of Bloomington Utilities Dillman Wastewater Treatment, Monroe Water Treatment Plant, Blucher Poole Wastewater Treatment Plant, and the Service Center.

This Contract, if issued, will be awarded by the City of Bloomington Utilities Service Board, If a contract is awarded, it shall be awarded on the evaluation of work history, experience, use and implementation of A LEED Silver Green Cleaning Program, responsiveness, completeness of proposal documents, and other pertinent factors, in conjunction with the overall total cost estimate for each facility.

The Contractor must comply with the city’s Green Cleaning Policy and Program Plan for LEED Silver for Existing Buildings: Operations and Maintenance. A copy of the city policy is included in this information packet. **(Exhibit A)** Leadership in Energy and Environmental Design (LEED Silver) is a green building certification program offered by the U.S. Green Building Council (USGBC), which defines “green” standards and practices for sustainable building operations. Additional information is available at <https://new.usgbc.org>.

1.2 SCOPE OF WORK:

To ensure the city procures the most efficient and economical janitorial service, the CBU will use the Request for Proposal (herein referred to as “RFP”) process to procure Janitorial Services. The submitted proposal shall encompass all CBU facilities listed above.

Work shall be performed daily (Sunday through Friday) depending on the facility, between the hours of 6:00 p.m. and 5 a.m. The city observes the holidays listed below. The Contractor is not required to work on the Holidays indicated by underlined days, but may be allowed access for cleaning that requires additional time. Service should be scheduled in such a manner as to ensure facilities are clean and ready to open the next business day.

New Year’s Day	Martin Luther King Day	President’s Day (non- Election years)
Friday preceding Easter	Primary Election Day	Memorial Day
Memorial Day	Juneteenth Day	Independence Day
Labor Day	Indigenous People Day	Election Day (non- Election years.)
Veteran’s Day	Thanksgiving	Day after Thanksgiving
Christmas Day		

Below is the list of the Facility Profiles for the City of Bloomington Utilities, which are included in the Scope of Work:

- Dillman Wastewater Treatment: 100 W Dillman Rd, Bloomington, IN 47403
- Monroe Water Treatment Plant: 7470 S Shields Ridge Rd, Bloomington, IN 47401
- Blucher Poole Wastewater Treatment Plant: 5555 N Bottom Rd, Bloomington, IN 47404
- City of Bloomington Utilities Service Center: 600 E Miller Dr., Bloomington, IN 47401

The successful Contractor shall be prepared to fully assume cleaning responsibilities of all facilities within two (2) weeks of notification of contract award. The specific start time will be determined but current contract constraints and the CBU Purchasing Manager.

1.3 GENERAL SPECIFICATION INFORMATION:

The normal business hours for the facilities included in this RFP are 5:00 a.m. to 6: 00 p.m., but the buildings can and will be open at different times throughout the week for various meetings and gatherings.

- 1.3.1 The buildings employ multiple forms of security including closed-circuit television, internet-based cameras, and electronic access card entry systems. Doors to the outside shall always be locked and shall not be propped open at any time. Electronic access cards will be assigned to the Contractor's employee, or the employee will be required to sign out and sign in an access card to use while cleaning a facility.
- 1.3.2 The Contractor shall require all employees to personally sign and be responsible for electronic access cards used to gain access to work areas and facilities. This card shall only be used by the person who has signed for the card. Lost or Stolen keys or access cards shall be reported immediately to the City of Bloomington Utilities Purchasing Manager.
- 1.3.3 The Contractor shall not interfere with employee or public use of the facilities and shall conduct its operations as to offer the least possible obstruction and inconvenience or disruption to the area within which the janitorial services are performed.
- 1.3.4 The proposal submittals shall include a cost for service with the Contractor responsible for supplying all cleaning supplies and paper goods for each facility location and a cost with no supplies or paper goods supplied.
- 1.3.5 A Supply List form (**Exhibit C**) has been included which specifies the type of supplies, which the Contractor shall provide. The Contractor must complete the form by listing the Brand and Quantity of supplies that shall be supplied with the contract. This completed form shall be submitted with the Contractor's proposal documents.
 - a) Contractor shall provide supplies that are compatible with the existing dispensers at all facility locations. It is the responsibility of the Contractor to determine the type of dispensers utilized at each facility. This information can be obtained during the mandatory site visits.

- b) No supplies shall be used which the city determines harmful to the surfaces to which they are applied to, or harmful to any other part of the buildings, their occupants, contents, or equipment.
 - c) The cost of correcting or repairing any damage caused by misuse or unapproved products shall be borne by the Contractor who is awarded the contract.
 - d) Only materials of the highest quality, type, and design will be used.
 - e) Adequate quantities of properly labeled supplies shall be on hand to perform cleaning operations.
 - f) The Contractor shall maintain a "Supply List" of the products necessary for the performance of this contract.
 - g) Any additions or omissions from the "Supply List" shall be approved by the CBU Purchasing Manager or his designee before any changes are made to the list.
 - h) The city reserves the right to require the Contractor to use alternative methods or products, at no additional cost to the city, if satisfactory results are not being achieved.
 - i) The city may require samples of the products offered.
 - j) The Contractor shall supply product brochures and the Material Safety Data Sheets (MSDS) for the approved supplies within fourteen (14) days after the award of the contract.
- 1.3.6 All cleaning equipment shall be supplied by the Contractor and shall be in good working condition at all times. The Contractor shall ensure each facility location has the proper type and quantity of equipment required to maintain the facility at the highest level of cleanliness. An "Equipment List" form has been included (**Exhibit D**) which specifies the type of equipment that shall be provided. The Contractor must complete the form by listing the Brand and Quantity of equipment that shall be available to perform the services requested in this information packet. This completed form shall be submitted with the Contractor's proposal documents.

1.4 QUALIFICATIONS AND STAFFING:

Contractor shall be responsive, responsible, and have the financial capability, experience, and personnel to render the services requested.

- 1.4.1 Contractor staff shall be fully trained and skilled in safe and proper custodial and housekeeping techniques.
- 1.4.2 The use of staff who are not adequately trained may be sufficient grounds for termination of the contract.
- 1.4.3 Staff shall be monitored closely by a Supervisor of the contract provider. The Contractor shall be required to provide a **minimum of two (2) hours of supervision per night** to inspect each facility ensuring the standards of quality and cleanliness are properly maintained. The hours of supervision per night shall increase, at no additional cost to the city, if the failure to comply with the contract specifications is evident at any city facility location covered by the contract.

- 1.4.4 The city reserves the right to suspend work by the Contractor, wholly or in part, for the necessary period due to the failure of Contractor or their staff to carry out directions or not consistently meeting the specifications and provisions included in this RFP, and any subsequent contract renewals that may be awarded as a result of this RFP.
- 1.4.5 The Contractor awarded a contract shall supply a current list of all employees that will perform duties at the city facilities covered under this contract. The Contractor shall also supply the following information on each staff member assigned to perform janitorial tasks at any city facility:
- a) A copy of a driver's license or state issued identification card for each employee
 - b) A copy of the criminal background check performed on each employee
- 1.4.6 The Contractor shall ensure staff levels are appropriate to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to the city, then the Contractor shall be required to increase their staff or take whatever measures necessary to maintain the acceptable level of cleanliness expected by the city at no additional cost.
- 1.4.7 The Contractor shall have a sufficient number of backup staff to cover absenteeism or vacations. Background and security screenings shall also be required for backup staff. The city reserves the right to request additional backup staff as deemed necessary.
- 1.4.8 Contractor employees shall wear uniforms that bear the Contractor's company name/logo and shall have a neat and clean appearance, and shall not be dirty, stained, or torn.
- 1.4.9 Contractor employees shall not be allowed to bring family, friends, or pets (except service animals) on city properties covered under this contract. Contractor employees are also prohibited in the use or possession of the following items while on city property: weapons of any type, including but not limited to, guns, knives, batons, or clubs.
- 1.4.10 Contractor employees shall not be under the influence of alcohol or illegal drugs or possess any contraband that is classified as alcohol or illegal drugs. Any violation of this requirement and the Bloomington Police Department will be notified, and the Contractor employee will be removed from city property immediately. City property also includes any parking areas and designated break or smoking areas.
- 1.4.11 The Contractor acknowledges and understands that its employees may have access to proprietary, personnel, business information, or other confidential data belonging to the City of Bloomington. Any Contractor employee who discloses city information or data shall immediately be removed from all city facilities and shall no longer be allowed to perform any duties at any city facility, including any future potential sites. Disclosures can include but not limited to verbal discussions, facsimile documents, electronic mail, and messages, written or digital documentation, or any other form of information sharing not included, or yet implemented by the City of Bloomington. The city may seek legal remedies available to it should a breach of confidentiality occur. Further, the Contractor understands that violations of this provision may result in contract termination.

- 1.4.12 The city reserves the right to require immediate removal of any employee from city property it deems unfit for service for any reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting the contract. The Contractor should have enough qualified employees to be able to provide a replacement within twenty-four (24) hours. Positions remaining vacant beyond these time limits may be cause for termination of the contract.
- 1.4.13 Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules and specifications shall permit the city to terminate this contract without liability.
- 1.4.14 Subcontracting shall not be allowed for this service without the approval of the CBU Purchasing Manager.

1.5 SELECTION PROCESS:

All proposals deemed responsive to this request will be reviewed. Selection of the successful Contractor will be based on multiple factors including, but not limited to, cost, experience, ability, capability, stability, and references.

- 1.5.1 The city may make an award, with the approval of the Utilities Service Board to the Contractor who submits a proposal judged by the city to be the most advantageous.
- 1.5.2 The Contractor or an authorized agent may withdraw a proposal upon written request prior to the scheduled closing time for accepting proposals. Negligence on the part of the Contractor in preparing their proposal confers no right to withdraw his or her response after the scheduled closing time for filing proposals.
- 1.5.3 All proposals submitted shall remain open and valid until the proposal has been rejected, or accepted, and awarded. Furthermore, the city may reject any and all proposals, waive any irregularities or informalities in a proposal, and issue a new or modified request, or cancel the RFP if it is found to be in the best interest of the city.
- 1.5.4 Discussions and negotiations may take place with the short list of Contractors to ensure clarification and to obtain a best and final offer.

1.6 AWARD:

Once the proposals are evaluated by the city, taking into consideration the criteria stipulated in this RFP, the city, through the Utilities Service Board, may make an award to the Contractor who submits the proposal judged by the city to be the most advantageous. The city reserves the right to award on an all-or-none basis, or award to multiple Contractors if it is in the best interest of the city. The award, if issued, will be issued at a subsequent meeting of the Utilities Service Board.

- 1.6.1 The city reserves the right to rescind any award if it is determined the offer is not in the best interest of the city, or if errors, omissions, inaccuracies, non-compliance or any deficiencies are discovered after the award has been issued.
- 1.6.2 If the city determines that all proposals received should be rejected, Contractors shall be notified by the CBU Purchasing Manager accordingly. The city may or may not resubmit the proposal request.

- 1.6.3 Results shall not be given over the telephone, or prior to the award of a contract.
- 1.6.4 Proposals may be withdrawn any time *before* the scheduled deadline for receipt of proposals; no proposals may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 1.6.5 The city reserves the right to reject the submittal based on its assessment of the Contractor's prior performance.
- 1.6.6 A City of Bloomington Public Servant is required to notify the CBU Purchasing Manager prior to submitting a proposal for consideration to determine eligibility. State law IC 35-44.1-1-4 prohibits a Public Servant, or their dependents from deriving a profit from a contract or a purchase from the government entity they serve unless certain disclosure requirements are met. A Public Servant who knowingly or intentionally executes a contract or purchase without full disclosure or proper approval from the government entity commits conflict of interest, which is a Level 6 Felony, which is punishable by six (6) months to two and a half (2 ½) years in jail and/or up to a \$10,000 fine.

1.7 **KEY DEADLINE DATES:**

Event	Time	Day	Date
RFP Issuance Date	N/A	Monday	October 28th, 2024
Mandatory Pre-Proposal Meeting	1:30 p.m. Local Time	Thursday	November 7th, 2024
RFP Inquiries Due	4 p.m. Local Time	Thursday	November 14th, 2024
City Responses Due	4:00 p.m. Local Time	Monday	November 18th, 2024
Affirmative Action Plan Due	12:00 p.m. Local Time	Wednesday	November 13th, 2024
Proposal Submittal Deadline	12:00 p.m. Local Time	Friday	November 22nd,, 2024
Proposal Opening – Utilities Service Board	12:00 p.m. Local Time	Friday	November 22nd, 2024

The city reserves the right, at its sole discretion, to adjust the RFP key deadline dates as it deems necessary. Any adjustment of the deadline dates shall constitute an RFP addendum. Any addenda shall be posted on the city's RFP Information web page listed below, and it is the responsibility of each Proposer to confirm no addenda has been issued prior to submitting their proposals:

<http://bloomington.in.gov/rfp>

PART II: GENERAL CONDITIONS

2.1 **SUBMISSION REQUIREMENTS:**

Sealed proposals shall be submitted to the City of Bloomington Utilities at the address shown below. Submittals must include three **(2) copies printed on recycled paper and one (1) electronic PDF copy on a flash drive**. All submittals shall be clearly marked “**Janitorial Services 2024**”. Submittals will be due to the address listed below on or before 12:00 p.m. local time, November 22nd, 2024. No emailed, or facsimile offers will be accepted.

Sealed proposals will be opened, and each Proposer’s name will be read aloud at the City of Bloomington Utilities Service Board Room, which is open to the public. The Proposal Opening is scheduled for November 22nd, 2024, at 12 p.m. local time. It will be held in the CBU Board Room at 600 E Miller Dr., Bloomington, Indiana 47401. Any proposals received after the deadline will not be considered.

Topic: Janitorial Service

Date and Time: Friday, November 22, 2024, 12 p.m. (EST)

Zoom Link: Join the Zoom Meeting by clicking the link below (*or copy and paste it into your browser*)

Zoom login Info: Click on the Agenda Packet date for login information

<https://bloomington.in.gov/boards/utilities-service/meetings?year=2024>

Proposals shall include all of the information and completed forms shown below:

1. Company and Proposal Information
2. Facility and Fee Sheet & Reference Sheet (**Exhibit A**)
3. Supply List (**Exhibit C**)
4. Equipment List (**Exhibit D**)
5. E- Verify Employment Affidavit (**Exhibit F**)
6. Non-Collusion Affidavit (**Exhibit G**)
7. Affirmative Action Plan & Living Wage Affidavit (**Exhibit H**)

Note: The Affirmative Action Plan can be submitted with the proposal. ***You are strongly encouraged to submit your plan early to the City of Bloomington Contract Compliance Officer before the submittal deadline to ensure your plan is in compliance.***

Submit Proposals To:

Mailing Address:

City of Bloomington Utilities
Attn: Jose Fuentes, Purchasing Manager
600 E Miller Dr.
Bloomington, IN 47401

2.2 DELIVERY OF PROPOSAL:

Each proposal must be received by the date and time set for closing receipt of offers. The envelope shall be identified with the RFP Title, the name of the submitting Contractor, and the date and time of closing. No electronic or facsimile offers will be accepted.

Note: Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.

It is the responsibility of each Proposer to assure actual delivery of proposal documents with the city 12:00 p.m. on November 22nd, 2024. To confirm receipt of your submission, please contact Jose Fuentes at 812.349.3677 jose.fuentes@bloomington.in.gov.

2.3 PROPOSAL COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or company for any costs incurred in preparing or submitting proposals, or providing additional information when requested by the city, this includes, but is not limited to, costs for travel and per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

2.4 ACCEPTANCE OR REJECTION:

Submission of any proposal indicates acceptance of the conditions and requirements contained in the Request for Proposal unless clearly and specifically noted otherwise in the submittal documents. The City of Bloomington also reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

2.5 COMPLIANCE:

The Contractor warrants and agrees that its performance under this contract will at all times comply with all local, state and federal laws, codes, rules, ordinances, and regulations.

2.6 PRE-PROPOSAL MEETING (MANDATORY):

A mandatory pre-proposal meeting is scheduled for Thursday, November 7th, 2024, at 1:30 p.m. local time. The meeting will be held at the City of Bloomington Utilities Service Center located at 600 E Miller Dr., Bloomington, Indiana. All attendees must sign in at the meeting. Only Contractors and Firms who attend the pre-proposal meeting will be allowed to submit a proposal for consideration. A tour of all facilities shall be given with opportunities to pose questions. Transportation to the facility sites will be available. There will be facility site maps for those who choose to provide their own form of transportation. The city will either respond to questions or document questions for later response. Any follow-up site visit questions should be submitted as per the instructions listed in Section 2.7

2.7 INQUIRIES:

It is the responsibility of each Contractor to examine the RFP and to seek clarification in writing via email if the Contractor does not understand any information or instructions.

Questions regarding the RFP must be submitted via email. Submissions shall include the RFP number and title in the subject line. The city assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt. Inquiries must be submitted via email no later than 4:00 p.m. local time, Thursday, November 14th, 2024

1. Reference the page number and paragraph within this RFP relevant to the question presented for clarification.
2. The city will respond to all inquiries within two (2) business days of submission.
3. Any ambiguities or inconsistencies shall be brought to the attention of the city through written communication via email by 4:00 p.m. local time, November 18th, 2024

Submit inquiries to:

Jose Fuentes, Purchasing Manager
jose.fuentes@bloomington.in.gov

2.8 ADDENDA:

If revisions become necessary, the city will provide written addenda. Any addenda issued by the city must be so noted on any proposals that are submitted to the city. The Contractor shall contact the city to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. In addition, any Addenda will be posted on the city's RFP website: <http://bloomington.in.gov/rfp>

2.9 PROPOSAL FORMAT:

In order to facilitate the evaluation of responses to this RFP, Contractors are required to prepare their proposals in accordance with the instructions outlined in this section. Each Contractor is required to submit the proposal in a sealed package. Companies whose proposal deviates from these instructions may be considered non-responsive and may be disqualified at the discretion of the city.

Qualified Contractors interested in performing the work described in this Request for Proposal shall provide the following information presented in a clear, comprehensive, and concise manner illustrating the company's capabilities and expertise:

- 2.9.1 Company Introductory Letter - Letter must state the name and title of the person(s) authorized to represent the company in any negotiations, the name(s) and titles(s) of persons authorized to sign any contract that may result from this RFP, the contact person's name, mailing address, phone and fax numbers, and email address. A legal representative of the company authorized to bind the company in contractual matters must sign the Cover Letter and the Proposal.
- 2.9.2 Financial Statement Information – To determine the financial stability of a Contractor, the Respondent shall include financial statements for the two (2) most recent fiscal years, including an income statement and balance sheet
- 2.9.3 Contractor Qualifications and Information– Provide a statement that documents the Contractor's qualifications as it relates to the experience described in the Scope of Work. The response should also include the following:
 - a) Summary of the Contractor's general qualifications, specific disciplines that are applicable to the proposed work, background, number of employees working full-time and part-time, and their qualifications, and a listing of office locations.

- b) Outline the company's capacity to carry out the scope of work requested. This shall include the numbers of work hours and staff dedicated to each facility.
- c) Contractor shall also include information that details the Contractor's experience with a LEED Silver specific Green Cleaning Program including current processes and standard operating procedures. The plan shall also include procedures, which will be used to address hazardous situations that may occur and directly affect building occupants.
- d) Contractor shall also include the processes used for addressing customer complaints and issues and how resolutions will be resolved to the satisfaction of the city. The plan shall also address the procedures the Contractor shall employ in the training and development of company employees to meet the city's expectations of cleanliness.
- e) Include a detailed listing of service accounts comparable in size to the City of Bloomington where the Contractor has provided full janitorial service as requested in this RFP. Include the contract duration periods of each account.
- f) Contractors shall include how long they have been in business providing services to similar locations comparable in scope and size.
- g) Provide references from three (3) most recent projects, including detailed contact information for whom **comparable** services have been provided. List this information on the References Request Form (**Exhibit E – Pg. 2**) which has been provided in this information packet.
- h) Contractor shall also provide information on all past contracts which were terminated for default in the last five (5) years through-out the United States. The Contractor shall include the reason for termination, the deficiencies as described and how they were remedied. The Contractor should also include any information pertinent to its position in regards to the terminations or defaults.
- i) If the Contractor has experienced no terminations or defaults in the last five (5) years this should also be noted.
- j) Proposal costs shall be entered and submitted on the Facility and Fee Proposal Breakdown Sheet included for the Department of Utilities. (**Exhibit E**)
- k) There is no guarantee, expressed or implied, that the optional proposals will be included in the final contract.

- l) The Contractor shall submit a proposal fee for each location included in the Scope of Work for their proposal to be considered valid. Omission of a proposal fee for a facility location may disqualify a proposal for non-compliance

PART III: EVALUATION OF PROPOSALS

3.1 EVALUATION METHOD:

All proposals deemed responsive to this request will be evaluated. Representatives from CBU and Legal Department will review each proposal and consider the qualifications and demonstrated experience of each respondent, and the additional criteria listed in Evaluation Criteria Section 3.2. The award, if any, will be based upon the proposal that is determined to be the most advantageous to the city.

3.2 EVALUATION CRITERIA:

While cost is important, other factors are also significant. Consequently, the city may select a proposal other than the lowest cost proposal. The city's goal is to choose the Contractor capable of providing quality service and experience that will help the city achieve the goals within a reasonable budget.

The evaluation of proposals will be based on the performance of each company (past and present), references, including how complaints and issues are remedied, staffing capability and availability, the company's Green Cleaning Plan, the quality, quantity and compliance of equipment and supplies, and cost of service.

POINTS GRID	Possible Points
Experience/Qualifications: Firm's experience working within the requested Service arena; firm's experience working with Municipalities and their ability to complete the Scope of Work on time, and on budget.	25
Performance: Firm's References and contract history providing this service to other companies. Staff capability and availability.	25
Response to Complaints and Issues: Firm's response and steps to remediate any issues and complaints received from customers.	25
Budget: Does the budget seem reasonable for the Scope of Work proposed; does the budget provide the City good value?	25
Total Points Possible	100

PART IV: GENERAL REQUIREMENTS

4.1 VENDOR/CONTRACTOR/SERVICE PROVIDER REGISTRATION:

Upon notification of an award, a company must meet the approval requirements of the city for becoming an approved vendor. Therefore the company shall be required to submit a current and completed Request for Taxpayer Identification Number and Certification form (IRS Form W-9) to the Controller's office as soon as they have been notified of an award or contract. A substitute IRS W-9 form can also be obtained from the City of Bloomington website located here: <http://bloomington.in.gov/controller>. The completed documents must be submitted using one of the methods listed on the form. Please contact the Controller's office at 812.349.3474 if you have any questions.

- 4.1.1 The City of Bloomington has collaborated with OpenGov and is excited to announce we will be transitioning from our current paper-based solicitation process to a fully automated web-based electronic solicitation platform in the near future. This will allow us to issue bids, proposals and quotes solicitations and accept vendor submissions electronically.

If you would like to be notified via email of *future* opportunities with the City of Bloomington, click on or copy the link below into your web browser and go to the city's e-Procurement Portal hosted by OpenGov and click on the green "Subscribe" button under the city logo. There is never a cost for Vendors, Suppliers, or Contractors to register in OpenGov's e-Procurement Portal.

The new e-Procurement Portal is accessible by clicking the following link:
<https://procurement.opengov.com/portal/bloomingtonin>

4.2 PAYMENT PREFERENCE:

The City of Bloomington's preferred method of payment is Electronic Funds Transfer (EFT). Payments processed through an EFT saves dollars by increasing efficiency and streamlining the payment process. This eliminates the cost of paper, printing, postage, paperwork, and time.

If awarded a contract, the company shall be required to submit a completed EFT form through one of the methods listed on the form. The form is located on the City of Bloomington website located here: <http://bloomington.in.gov/controller>. Please contact the Controller's office at 812.349.3474 if you have any questions.

4.3 TAX EXEMPTION:

The City of Bloomington is exempt from payment of all state and federal sales taxes. Tax documents are available upon request.

4.4 INSURANCE:

If awarded a contract the Contractor shall maintain the minimum amount of insurance coverage shown below during the performance period of the service contract including any contract renewal periods. Certificates of Insurance listing City of Bloomington as the insured must be on file prior to commencement of work.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

4.4.1 Comprehensive General Liability Insurance

- i. \$1,000,000 for each occurrence;
- ii. \$1,000,000 personal injury and advertising injury;
- iii. \$2,000,000 products and completed operations aggregate; and
- iv. \$2,000,000 general aggregate.

4.4.2 Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.

4.4.3 Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.

4.4.4 Umbrella/Excess Liability with a required limit of \$1,000,000.

For any agreement where the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following:

4.4.5 Cyber Attack and Cyber Extortion

- i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
- ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
- iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.

4.4.6 Network Security Liability

- i. Limit (Annual Aggregate) of \$1,000,000; and
- ii. Deductible (per occurrence) of \$10,000.

4.4.7 Electronic Media Liability

- i. Limit (Annual Aggregate) of \$1,000,000; and
- ii. Deductible (Per Occurrence) of \$10,000.

4.4.8 Fraudulent Impersonator Coverage

- i. Limit (Annual Aggregate) of \$250,000; and
- ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington and its Utilities Department and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

4.5 WARRANTIES:

The Contractor warrants that all articles, equipment, materials, services or goods furnished or used in the performance of this contract shall be consistent with manufacturer's specifications and shall be free from defects. In addition, the Contractor shall warrant their work for the duration of the contract period, including any contract renewal options, which are exercised.

The Contractor shall also warrant that all Services and Workmanship furnished under this contract shall conform to the methods, standards and best practices of the trade or industry they serve, and all work shall be performed by skilled and experienced staff or workers trained in the specific services covered by this contract.

4.6 AFFIDAVITS:

The selected Contractor shall also be required to execute E-Verify and Non-Collusion affidavits as required by Indiana State statutes.

- **E-VERIFY AFFIDAVIT (Exhibit F):** Pursuant to Indiana Code 22-5-1.7-11, each Company is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. An affidavit shall be signed and notarized which affirms that the Contractor does not knowingly employ an unauthorized alien. This affidavit is provided and should be submitted with your proposal.
- **NON-COLLUSION AFFIDAVIT (Exhibit G):** Pursuant to Indiana Code 5-22-16-6, each Company is required to affirm it has not, nor has any other member, representative, or agent of the contractor, company, corporation or partnership represented by Company, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. This affidavit is provided and should be signed, notarized and submitted with your proposal.
- **LIVING WAGE AFFIDAVIT (Exhibit H-last pg.):** Under Bloomington Municipal Code Chapter 2.28, the purpose of the Bloomington Living Wage Ordinance is to ensure that the city, city service contractors and subcontractors, and beneficiaries of a city grant, tax abatement or other forms of subsidy or assistance pay a wage sufficient for a working family to meet basic needs in housing, child care, food, clothing, household items, transportation, health care, and taxes. This affidavit is provided and should be signed, notarized and submitted with your proposal.

4.7 AFFIRMATIVE ACTION PLAN (Exhibit H):

Each Vendor/Contractor submitting a quote, proposal or bid over **\$10,000.00** shall submit their affirmative action plan with their proposal. Contractors must have made a good faith effort to submit a plan that complies with the City of Bloomington's requirements, which are provided on the checklist provided in Exhibit H. ***You are strongly encouraged to submit your plan early to the City of Bloomington Contract Compliance Officer before the submittal deadline to ensure you plan is in compliance.*** The Affirmative Action Plan details and paperwork are provided in **Exhibit H** of this solicitation.

Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3426, 8:00 a.m. to 5:00 p.m. Monday through Friday. The Affirmative Action Plan paperwork is provided in this Request.

4.8 LIVING WAGE ORDINANCE:

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees. Up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee. As of January 1, 2025, the Living Wage shall be \$16.22 per hour, up to \$2.43 of which may be provided in the form of the covered employer's contribution to health insurance.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer". If you have questions, please contact Audrey Brittingham at 812-349-3426, or by emailing her at audrey.brittingham@bloomington.in.gov.

4.9 PERFORMANCE BOND:

The successful Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the contract amount at no cost to the city. The proposal shall list the Contractor's ability to obtain a Performance Bond. The Performance Bond will be due within ten (10) days from the execution date of the contract. The Performance Bond shall remain in effect for the duration of the contract.

4.10 CONTRACT AGREEMENT (Exhibit J):

Contracts shall be reviewed and approved by the city Legal Department prior to being signed and awarded by the Utilities Service Board. If a contract is to be awarded from the results of the RFP, they will be submitted at the Utilities Service Board next scheduled meeting, or a subsequent meeting. Any award will require a properly executed Agreement, which is included in this. The contract includes the term of the contract, insurance requirements, and general terms and conditions. Submission of a proposal indicates acceptance of the terms and conditions contained within this agreement unless clearly noted in the submittal documents.

PART V: ADDITIONAL REQUIREMENTS

5.1 SECURITY

Contractor shall be responsible for use of all keys and electronic access cards issued to him or his staff. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key/card in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. **All areas shall be double-checked at the end of shift to verify the areas are secured.**

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, computers or tamper with other personal or city property.

Any lost keys or access cards should be promptly reported to the CBU Purchasing Manager.

Contractor's staff will be issued temporary ID badges which shall be worn in a clearly visible manner at all times when working in city facilities. These badges will also be used in conjunction with a security card reader to gain access to secured areas of the facility. Contractor staff shall wear, clean and well maintained apparel and should include the Contractor's business name, logos, and shall be professional in nature.

5.2 LIGHTS

Contractor shall establish cleaning procedures/methods which include energy conservation measures for lighting. Only those lights necessary for cleaning in the specific areas where Contractor's employees are working shall be illuminated. All lights shall be turned off, with the exception of night lights upon completion of cleaning operations in the area. **All areas shall be double-checked at the end of shift.**

5.3 TASKS AND FREQUENCY

Exhibit I includes the Janitorial Tasks and Frequency schedules that shall be performed at each facility. These are the **minimum** acceptable guidelines.

5.4 INSPECTION

The Contractor's Supervisor and designated city staff shall conduct monthly inspections of the premises to ensure compliance with the work required by this contract. Extra or project work authorized by the city's designated representative will also be inspected on a regular basis and performed to the standards of the city.

The Contractor's Supervisor shall be available upon request for inspections with the Purchasing Manager or his or her designee(s).

5.5 SPECIAL CLEANING

Floors in heavily trafficked areas such as vestibules, lobbies, reception areas, waiting areas, self-service areas, aisles, etc., may require daily vacuuming, wet mopping, spot cleaning and/or refinishing. This shall be done to maintain the facility at a high standard of cleanliness.

5.6 BAD OR INCLEMENT WEATHER

During bad or inclement weather the city may install additional floor mats to give a cleaner appearance and ensure safety for the facility. The additional mats shall be maintained by the Contractor following established cleaning specifications and standards.

5.7 **SMOKING**

Smoking is prohibited in or near city buildings. There are designated areas for smoking at each facility location. It is the responsibility of the Contractor to inform their employees of the designated areas. If there is not a designated area, then the employee may smoke in their personal vehicle. No smoking debris shall be discarded on or in city property, including planters, grassy areas, trash receptacles, or mulched areas. If there is not a smoking receptacle available at a location then the custodian on duty shall remove the smoking debris from city property and discard accordingly.

5.8 **DAMAGES**

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, personal items, telecommunications and electrical equipment and cables, and all other physical objects in each facility being cleaned. Upon investigation of the cause and cost of damages, the CBU Purchasing Manager shall contact the Contractor who shall be required to reimburse or replace damaged items.

PART VI: CLEANING SPECIFICATIONS

The Contractor awarded the contract shall furnish all necessary labor, materials and equipment that allows each facility to be maintained at a high level of cleanliness. The Contractor shall provide janitorial services for the City of Bloomington Utilities Department per the schedules noted for each facility. **These specifications are intended to indicate the minimum acceptable level of service, cleaning and professionalism to be provided by the Contractor.**

The Contractor shall only use cleaning supplies and equipment approved by the manufacturer of floor coverings, furniture and fixtures, and deemed suitable for the type of cleaning service being provided.

A Task List (**Exhibit I**) is provided in this information packet. The Task List details the tasks and the frequency of when a task shall be performed at each city facility.

A. Restroom/Employee Shower Areas Cleaning

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.

2. **Restroom cleaning shall include but not limited to:** sweeping, scrubbing and wet mopping all floors, cleaning and sanitizing all fixtures including metal, porcelain, brass, stainless steel, and chrome surfaces, water closets, urinals, shelves, partitions, push and kick plates, entry/exit doors and louvers, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces. Machine scrub/buff all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned, washed or wiped and disinfected. New trash liners will be provided weekly, or sooner, if needed.

3. **Restocking:** Restroom cleaning shall also include restocking paper towels, soap, toilet paper, and other expendable supplies. This shall be applicable to **ALL** city facilities covered under this RFP. All toilet rolls and paper towel dispensers must be filled nightly. Trash receptacles must be emptied and supplied with new trash liners on a weekly basis, or sooner, if needed. Open paper products will not be left on the backs of toilets, sinks, or trash cans. **Soap dispensers and paper towel receptacles shall be replenished nightly.**

B. Floors

Floor coverings consist of, but not limited to: carpet, polished concrete, sealed concrete, rubber tile, vinyl composite tile, ceramic tile, quarry tile, rubber tile, and terrazzo flooring). All floor coverings shall be cleaned as per manufacturer recommendations.

1. **Sweeping:** Sweeping shall include removing all trash, dirt, gum and foreign matter from all interior floor surfaces, and interior walkways. This includes corners, under furniture and behind doors. (Daily)

2. **Damp Mopping:** Damp mop all floors suitable for mopping with products suitable for floor type. Damp mopping shall include removing all streaks, scuff marks, mop strands, and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms (daily) and shall not be disposed of in bathroom sinks, kitchen sinks, urinals, or toilets. Mop water shall be discarded into the facility's mop sink, or the appropriate location determined at each facility.

3. **Scrubbing and Recoating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance, and all corners, edges, and baseboards shall be free of debris and dirt. (2 times a years or as requested)

4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks. (2 times a year or as requested)

5. **Waxing Floors:** Wax or coating product must be suitable for floor type. Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. Floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and appear consistent in all areas. (Monthly or sooner if requested)

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and upholstered furniture. Carpets, rugs and furniture shall be clean and free from dust, dirt, and other debris. Light furniture shall be moved and replaced. A crevice tool shall be used where needed. No build-up of dust or debris around furniture or in corners is acceptable. (Daily)

8. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. Carpets shall show no visible signs of discoloration or fuzzing from harsh treatment. Cleaned areas must blend with the adjacent carpeted areas. (Daily or as requested)

9. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance, and not result in excessive fuzziness from the extraction process. (2 times a year or as requested)

10. **Cleaning and Sealing Cement Floors:** Remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots. (2 times a year or as requested)

11. **Cleaning Polished Concrete/Terrazzo Floors:** Sweep floors with dust mop or fine bristle broom to remove surface debris. Use approved cleaners and manufacturer approved cleaning methods. Re-polish floors with approved manufacturer cleaning methods, products and equipment as necessary to maintain a high gloss appearance. Floor must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

12. **Rubber Tile Floors:** Sweep floors with dust mop or fine bristle broom to remove surface debris per manufacturers' specifications. Use manufacturer's specified cleaners and cleaning methods. Recoat and re-polish the floor with approved products as recommended by the manufacturer to maintain integrity of flooring. Floor must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door grilles, door frames, window frames, window sills, walls and metal partitions. Damp wipe and clean wall surfaces when needed. Surfaces will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading. (Daily)

2. **Low Dusting:** Dust all surfaces within seventy (70") inches of the floor. This shall include but not limited to desks, bookcases, pictures, rails, window ledges, chair rungs, table legs, air distribution units, alarm boxes, fire extinguishers and other furniture and flat surfaces. There shall be no dust streaks in corners, crevices, or on molding and ledges. There shall be no oils, spots, smudges, or cobwebs left on dusted surfaces. (Weekly)

3. **High Dusting:** Dust all surfaces above seventy (70") inches. This shall include all items not covered in the paragraph on low dusting and all light fixtures. Dust tops of high bookcases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots, smudges, or cobwebs left on dusted surfaces. (Monthly)

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish wood baseboards, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots. (Monthly)

5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant. (Daily)

6. **Metal Cleaning and Polishing:** Clean all chrome, brass, stainless steel, and metal items with a material suitable for cleaning. Cleaning shall include all stainless steel sinks, brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime. (Daily)

7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by the Contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy or streaked.

9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds:** Clean all blinds. Blinds must be free of dirt, dust and grime. (Daily)

10. **Reports of Damages:** Contractor shall report any maintenance issues or damages to surfaces, electrical systems, plumbing systems, security systems, fire alarms systems or any other areas to the Facilities Coordinator when they are found. (Daily)

D. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, restrooms, conference rooms, work rooms and take them to designated areas. Receptacles used for the collection of food remnants shall be washed, cleaned and plastic liners replaced on a daily basis. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

2. **Recycling Program:** The successful Contractor will work with the city to assure recycling goals are met. This will include emptying recycling bins once a week, or as needed and placing recyclable material in the designated areas.

E. Break Room/Kitchens/Employee Exercise Areas Cleaning

Empty all trash and waste receptacles in the break room. Replace all waste can liners daily. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floors as least two (2) times a year or as needed. Clean all doors, vents, light fixtures with appropriate and approved products. Clean window sills and walls giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap dispensers and paper supplies. (Daily)

F Exterior Cleaning

Any trash receptacle in a building entryway shall be emptied as needed and have a new plastic liner installed. Trash removal is considered to be satisfactory when no dirt, grime, or residue remains on the inner or outer surface of the receptacles.

G. Special Areas

Janitor Closets: All janitor closets must be kept clean at all times. Janitor closets cannot be utilized for storing trash. All janitorial equipment must be neatly arranged. Closets shall not be utilized as a storage area for flammable materials.

EXHIBIT A

City of Bloomington

CBU Service Center

Green Cleaning Policy and Program Plan

LEED for Existing Buildings: Operations and Maintenance

April 2024

SECTION 1: SCOPE

This Policy and Plan address environmental best practices for cleaning the interior of the City of Bloomington properties. Specifically, it addresses purchasing sustainable cleaning, hard-floor, and carpet products, and entryway systems; procuring sustainable cleaning equipment; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

The Purchasing Manager, with support from the Sustainability Director, is responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party (ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party (ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party (ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party (ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. In addition to ongoing quality control measures, the Sustainability Director will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of 60% of products complying, based on cost. The Responsible Party shall assign staff to track purchase rates of both compliant and non-compliant products.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products shall, when possible, meet the requirements of IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials.

Product types subject to these requirements include, but are not limited to, boil-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps. IEQc3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria: The cleaning products meet one or more of the following standards for the appropriate category:

- o Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - o Environmental Choice CCD-110, for cleaning and degreasing compounds
 - o Environmental Choice CCD-146, for hard-surface cleaners
 - o Environmental Choice CCD-148, for carpet and upholstery care.

- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - o Green Seal GS-40, for industrial and institutional floor-care products
 - o Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - o Environmental Choice CCD-113, for drain or grease-trap additives
 - o Environmental Choice CCD-115, for odor-control additives
 - o Environmental Choice CCD-147, for hard-floor care
 - o California Code of Regulations maximum allowable VOC levels for the specific product category.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - o U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - o Green Seal GS-09, for paper towels and napkins
 - o Green Seal GS- 01, for tissue paper
 - o Environmental Choice CCD-082, for toilet tissue
 - o Environmental Choice CCD-086, for hand towels
 - o Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers

- Hand soaps meet one or more of the following standards:
 - o No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - o Green Seal GS-41, for industrial and institutional hand cleaners
 - o Environmental Choice CCD-104, for hand cleaners and hand soaps

EXHIBIT B

Service Locations

- Dillman Wastewater Treatment: 100 W Dillman Rd, Bloomington, IN 47403
- Monroe Water Treatment Plant: 7470 S Shields Ridge Rd, Bloomington, IN 47401
- Blucher Poole Wastewater Treatment Plant: 5555 N Bottom Rd, Bloomington, IN 47404
- City of Bloomington Utilities Service Center: 600 E Miller Dr., Bloomington, IN 47401

Exhibit C

SUPPLY LIST

IMPORTANT: Contractor shall provide all supplies, cleaning products, and equipment needed to complete assigned tasks. All cleaning products shall meet one or more of the following standards:

1. **Green Seal GS-37:** <http://www.greenseal.org>
2. **UL ECOLOGO®:** <https://services.ul.com/service/ecologo-certification/>
3. **EPA's Safer Choice program:** <https://www.epa.gov/saferchoice/standard>

The Contractor shall indicate the brand names and estimated quantities necessary for the performance of the contract. The Contractor is advised that the list is by no means exhaustive and that the responsibility of providing the supplies necessary and essential for performing work specified in the contract rests with the Contractor.

<u>ITEM</u>	<u>BRAND</u>	<u>QUANTITY</u>	<u>STANDARD MET</u> <u>(GS37, EPA, or UL)</u>
Plastic trash can liners			
Paper towels for dispensers (recycled)			
Two-ply toilet paper (recycled)			
Hand soap for dispensers			
Glass/Window cleaner			
Bathroom cleaner			
Bowl cleaner			
Multi-purpose cleaner			
Floor finish			
Floor sealer			
Floor polish			
Floor stripper			

Furniture polish (Wood)			
Upholstery cleaner			
Carpet spot/stain remover			
Tile cleaner			
Disinfectant			
Gum remover			
Dust mop treatment Spray			
Wood cleaner (Murphy's or equal)			
Porcelain cleaner			
Stainless steel cleaner			
Urinal screens			
Metal polish			

This completed list shall be included with the Contractor's proposal.

- A.** Contractor shall provide supplies that are compatible with the existing dispensers at all locations.
- B.** No supplies shall be used which the City determines harmful to the surfaces to which they are applied to or harmful to any other part of the buildings, their occupants, contents, or equipment.
- C.** The Contractor shall maintain a "Supply List" of the products necessary for the performance of this Contract.
- D.** Any additions or omissions from the "Supply List" shall be approved by DPW Operations and Facility Director before any changes are made to the list.
- E.** The City may require samples of the products offered.
- F.** The Contractor shall supply product brochures and the material Safety Data Sheets (MSDS) within fourteen (14) days after the award of the Contract.

All cleaning chemicals and supplies shall meet or exceed Green Seal third-party certification as environmentally-preferred cleaning products. Visit www.greenseal.org for a current listing of certified cleaning products.

Only products specified by manufacturers shall be used to clean multiple types of flooring, furniture and fixtures.

To assure the health and safety of all building occupants, all cleaning chemicals and supplies shall be properly used by cleaning staff trained in Green Cleaning methods.

EXHIBIT D

EQUIPMENT LIST

IMPORTANT: Contractor shall supply all equipment needed to complete assigned tasks.

The Contractor shall indicate the manufacturer/model and quantity of each piece of equipment that shall be available for use under the Contracts.

<u>ITEM</u>	<u>MANUFACTURER/MODEL</u>	<u>QUANTITY</u>
Vacuum, Commercial grade, 1½ hp. minimum		
Wet/dry vacuum		
Floor scrub machines		
High speed buffing machine		
Low speed buffing machine		
Carpet steam cleaner		
Brooms – indoor/outdoor		
Dustpans		
Mops – wet		
Mop bucket(s)		
Wringer		
Wet floor signs		
Mops – dust (treated)		
Mobile trash cans (w/caddy)		
Special high ceiling equipment		
Dusters (lamb's wool or approved equal)		
Commode brush		
Window cleaning tools (squeegees, etc...)		
Power sweepers		

This completed list shall be included with the Contractor's proposal.



CITY OF BLOOMINGTON PROPOSAL COST FORM
RFP #2024 – CBU CLEANING PROPOSAL

Pricing shall include all costs, including labor and material, and a breakdown of the cost of work by level.

Information detailing the cost breakdown per LOCATION can be included on an additional page if necessary.

Item No.	Description	Cost Per Week
1.	Dillman Wastewater Treatment 100 W Dillman Rd. Bloomington, IN 47403	\$
2.	Monroe Water Treatment Plant 7470 S Shields Ridge Rd. Bloomington, IN 47401	\$
3.	Blucher Poole Wastewater Treatment Plant 5555 N Bottom Rd. Bloomington, IN 47404	\$
4.	Utilities Service Center 600 E Miller Dr. Bloomington, IN 47401	\$

Total: \$ _____

FIRM/CONTRACTOR INFORMATION

(Please print legibly)

Company: _____

Name and Title: _____

Address: _____

Telephone: _____

E-Mail: _____

Signature: _____

(Must be signed by an authorized company representative.)

CITY OF BLOOMINGTON REFERENCE REQUEST FORM**BUSINESS REFERENCES**

Submit reference information for similar and comparable contracts relevant to the Scope of Work being requested. This list shall include customer contact information and the duration of contract for each reference supplied.

REFERENCES

Please provide three (3) customer references for

1. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

2. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

3. Contact Name: _____

Company Name: _____

Address: _____

Phone: _____ Email Address: _____

Contract Term: Beginning Date: _____ End Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
 (Job title) (Company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

 Signature

 Printed name

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
 and acknowledged the execution of the foregoing this _____ day of _____, 20__.

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

EXHIBIT G

NON-COLLUSION AFFIDAVIT

The undersigned offer or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the Firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires:

Notary Public Signature

Resident of ___ County ___

Printed Name



Updated August 2024

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action/Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

FROM: Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you are strongly encouraged to check with the City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal or as part of your bid packet by the bid deadline. Bidders who fail to submit an affirmative action plan by the bid deadline are subject to disqualification. **We strongly recommend you submit your affirmative action plan to the Legal Department prior to the bid deadline so Legal may review your plan to make sure it complies with the City's requirements.** If your bid is chosen and your affirmative action plan does not entirely comply with the City's requirements, you will be required to bring it into compliance prior to the execution of any City contract.

Accompanying this letter you will find the following materials:

1. A sample affirmative action. You are not required to adopt this plan; it is provided for your convenience. Feel free to adopt this plan as your own or to amend it to meet your needs.
2. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. If you have a different form that includes the same type of information, you may submit a copy of that form instead of using our form. **Your workforce breakdown data cannot be more than six months old.**

3. An affirmative action plan checklist. This is the checklist we use to crosscheck your company's affirmative action plan against the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from the Legal Department upon request.

Once Legal has approved your affirmative action plan, you will receive a letter that can be used to verify your compliance for any City project or contract that requires an affirmative action plan. This letter will expire six months after you submitted the affirmative action plan. You will be issued a new letter when you submit an updated workforce breakdown form.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment; the name or title of the individual designated to receive and investigate complaints; and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan.

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees. Up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee. As of January 1, 2025, the Living Wage shall be \$16.22 per hour, up to \$2.43 of which may be provided in the form of the covered employer's contribution to health insurance.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at audrey.brittingham@bloomington.in.gov, or call 812-349-3426.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

_____, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr./Ms./Mx. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- o posting notices on employee bulletin boards,
- o including our policy statement and plan in our personnel manual,
- o regularly sending out notices of our policy in paycheck envelopes, and/or
- o training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- o including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- o notifying employment agencies about our commitment, and
- o sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to ensure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and

terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of _____ (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. _____ (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as

reasonably possible. No one will be retaliated against for filing a harassment complaint.

4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
5. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature

Date

WORKFORCE BREAKDOWN FORM

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female and Non-Binary Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total

Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>
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Provides for communication of the policy:		
--	--	--

Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>
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Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>
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(e.g., recruitment sources, unions)		
-------------------------------------	--	--

Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>
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Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>
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Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>
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HARASSMENT POLICY CHECKLIST		
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Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>
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Designates a person to receive and Investigate harassment complaints	<input type="checkbox"/>	<input type="checkbox"/>
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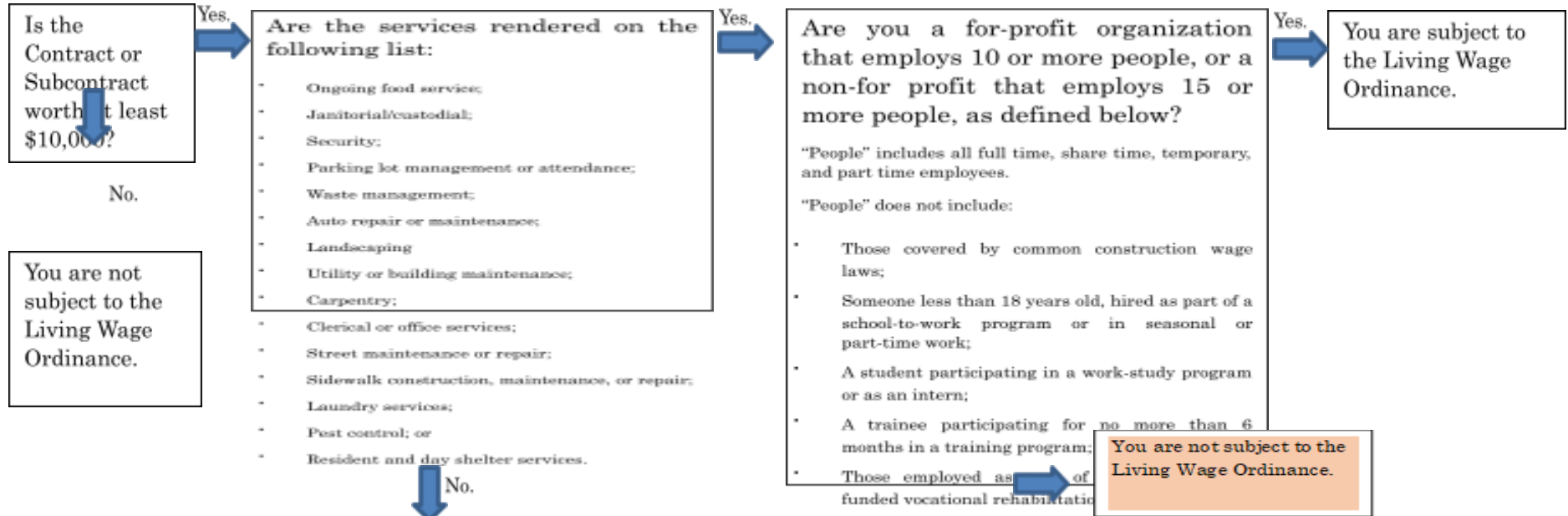
Prohibits retaliation for filing a harassment complaint	<input type="checkbox"/>	<input type="checkbox"/>
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The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

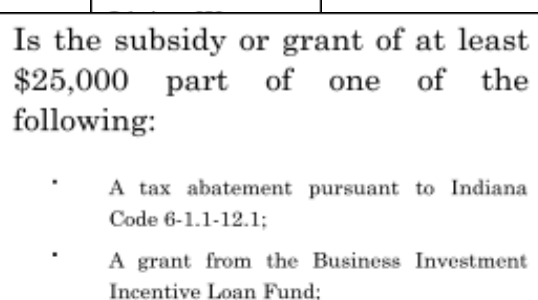
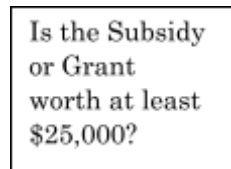
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)

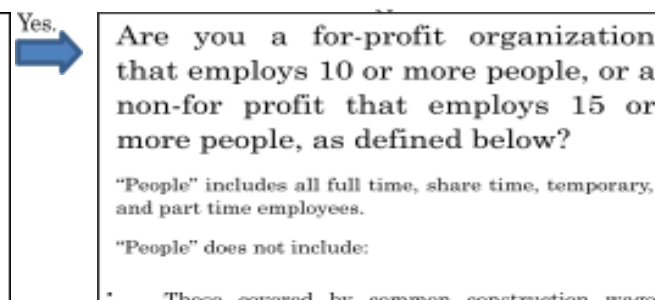


Companies or Subsidies or

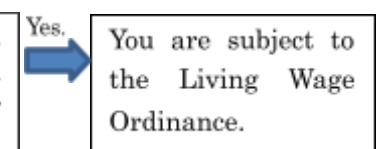


You are not subject to the Living Wage Ordinance.

Organizations Grants



that Receive CoB





No.

You are not
subject to the
Living Wage
Ordinance.

AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ (title) of _____ (company).
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____
_____.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: _____.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed name

STATE OF INDIANA)
) SS: COUNTY OF
_____))

Before me, a Notary Public in and for said County and State personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 20__.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

Department of Public Works Facilities

Task and Frequency List by Location

600 E Miller Dr.**Entry of Lobby: Area**

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	Daily
Dust ledges and window sills.	Daily
Mop all stains and spills, especially coffee and drinking spills.	2 Times per Week
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust Ali High Reach Areas.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	4 Times per Year
Strip hard surface floor and recoat with three coats_ of floor polish.	Yearly

Office Areas

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly

Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas:	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Conference Rooms	
Dust and damp wipe all conference tables.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas including furniture, fixtures, and equipment	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms	
Spot clean all walls, light switches and doors.	Daily
Vacuum walk-off mats	Daily
Clean and sanitize all table tops	Daily
Dust mop all hard surface floors with treated dust mop	Daily
Clean both sides of glass in doors	Daily

Empty all trash receptacles and replace liners as necessary.	Daily
Remove recyclable materials from these areas and take to central recycle point	Weekly
Mop all stains and spills, especially coffee and drinking spills.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	2 Times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Common Areas	
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Break Room Areas

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Clean refrigerator and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	3 Times a Year
Machine scrubbed the hard surface floor and applied one coat of polish.	2 Times a Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Restrooms

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize countertops.	Daily
Refill Paper towel and toilet paper dispensers.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly

Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

<p align="center">Dillman WWTP 100 West Dillman Rd Entry of Lobby: Area</p>
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Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	Daily
Dust ledges and window sills.	Daily
Mop all stains and spills, especially coffee and drinking spills.	2 Times per Week
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust Ali High Reach Areas.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Strip hard surface floor and recoat with three coats_ of floor polish.	Yearly

Office Areas	
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas:	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Conference Rooms	
Dust and damp wipe all conference tables.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas including furniture, fixtures, and equipment	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Operator Control Room	
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop	Daily

Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	2 Times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Common Areas	
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Dust ledges and window sills.	Weekly
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Break Room Areas

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	Yearly
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Restrooms	
Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize countertops.	Daily
Refill Paper towel and toilet paper dispensers.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly

Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Stairs and Elevator	
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop and Spot Mop Stairs, Dust Railings, Ledges and Spot Clean.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean and Polish Metal Elevator Threshold Plates.	Weekly
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

<p align="center">Blucher Poole WWTP</p> <p align="center">5555 N Bottom Rd</p> <p align="center">Entry of Lobby: Area</p>

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	Daily
Dust ledges and window sills.	Daily
Mop all stains and spills, especially coffee and drinking spills.	2 Times per Week
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly

Dust Ali High Reach Areas.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Strip hard surface floor and recoat with three coats_ of floor polish.	Yearly

Office Areas	
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas:	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Conference Rooms	
Dust and damp wipe all conference tables.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas including furniture, fixtures, and equipment	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Operator Control Room	
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	2 Times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Common Areas	
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Dust ledges and window sills.	Weekly

Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Break Room Areas	
Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	Yearly
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Restrooms

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize countertops.	Daily
Refill Paper towel and toilet paper dispensers.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Monroe WTP

7470 S Shields Ridge

Entry of Lobby: Area

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	Daily
Dust ledges and window sills.	Daily
Mop all stains and spills, especially coffee and drinking spills.	2 Times per Week
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year

Strip hard surface floor and recoat with three coats_ of floor polish.	Yearly
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Office Areas	
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas:	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Conference Rooms	
Dust and damp wipe all conference tables.	Daily
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week

Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas including furniture, fixtures, and equipment	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Operator Control Room	
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	2 Times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Common Areas	
Spot clean all walls, light switches and doors.	Daily
Using an approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Dust ledges and window sills.	Weekly
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly

Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrubbed the hard surface floor and applied one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Break Room Areas	
Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Mop all stains and spills, especially coffee and drinking spills.	Daily
Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine, spray buff all hard surface areas.	Monthly
Machine scrubbed the hard surface floor and applied one coat of polish.	Yearly
Strip hard surface floor and recoat with three coats of floor polish.	Yearly

Restrooms	
Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily

Clean mirrors.	Daily
Clean and sanitize countertops.	Daily
Refill Paper towel and toilet paper dispensers.	Daily
Empty all trash receptacles and replace liners as necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

EXHIBIT J

(SAMPLE AGREEMENT)

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON

UTILITIES AND CONTRACTOR

This Agreement, entered into on this ____ day of _____, 2024, by and between the City of Bloomington Utilities through the Department of Utilities (hereinafter referred to as Department), an _____ (hereinafter referred to as Contractor),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 600 E. Miller Dr. (The City of Bloomington Utilities), Dillman Wastewater Treatment: 100 W Dillman Rd, Bloomington, IN 47403, Monroe Water Treatment Plant: 7470 S Shields Ridge Rd, Bloomington, IN 47401, Blucher Poole Wastewater Treatment Plant: 5555 N Bottom Rd, Bloomington, IN 47404

and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and WHEREAS, Contractor is willing and able to provide such Services to the Department;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Department as set forth in

Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the City of Bloomington Utilities

Contractor agrees that any information or documents supplied by the Department pursuant to Article 3, below shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation Upon submission of approved claims, the Department shall compensate the Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of _____ Invoices shall be sent via email: util-invoices@bloomington.in.gov or via first class mail postage prepaid to City of Bloomington Utilities, 600 E Miller Dr., Bloomington, IN 47401. Payment will be remitted to the Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Effective Date, Term and Termination.

- a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
- b. **Term.** This Agreement shall commence on the effective date and expire on the ____ day of _____, 20____.
- c. **Renewal.** This Agreement may be renewed for three additional one year terms so long as none of the term and conditions herein are modified in any way. Each of the three additional one year terms shall automatically renew unless the City, not less than thirty (30) days prior to the termination date of the current term, notifies Contractor in writing that the Agreement will not be renewed. If not terminated sooner, then this Agreement shall terminate at the end of the fourth term.
- d. **Termination.** In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefore. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively & Claims) but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's

officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident ; c) Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. The Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Departments consent. Unless otherwise stated in the written

consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing nondiscrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 19. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Contractor shall advise the Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

City of Bloomington Utilities
Attn: Jose Fuentes
600 E. Miller Dr.
Bloomington, Indiana 47401

Contractor:

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and the Contractor.

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 23. Verification of New Employee's Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors certifications throughout the term of this Agreement with the Department.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor

induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit F, affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

Article 25. Living Wage Ordinance: Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form of the covered employer’s contribution to health insurance available to the covered employee. As of January 1, 2025, the Living Wage shall be \$16.22 per hour, up to \$2.43 of which may be provided in the form of the covered employer’s contribution to health insurance.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit G; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington

City of Bloomington Utilities

Megan Parmenter, Chair
Utilities Service Board

Katherine Zaiger, Director

Contractor

Printed Name

Printed Name

