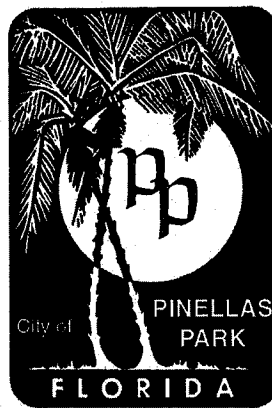


City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

August 8, 2019

Mr. Steve Majko
Facilities & Project Management Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-235
Janitorial Services Contract, RFP 19/004

Dear Mr. Majko:

I have received and reviewed the proposed above-referenced Request for Proposal concerning the City's janitorial services contract. As you know, we have discussed this Contract on the telephone a couple of times.

As to Section 2-1-19 dealing with "Termination of Contract," after my conversations with you, I have rearranged the paragraphs and reworded some of the language to better accomplish what I believe the City is seeking in this provision. Please review this language to see if the way it now reads is in accordance with the City's intentions.

Also in the fourth paragraph of this provision dealing with *force majeure*, etc., I certainly would approve of the provision as is. However, generally this is a provision of the Contract that a contractor would request for their protection, and that could come up in any pre-bid meeting.

You also inquired about the term, or length of the proposed Contract. That is certainly in the City's discretion as to whether the City wishes to obtain proposals for a two-year contract, five-year contract, eight-year contract or otherwise. Alternatively, the City could request proposals for a certain number of years, but have a provision in the Contract similar to the following:



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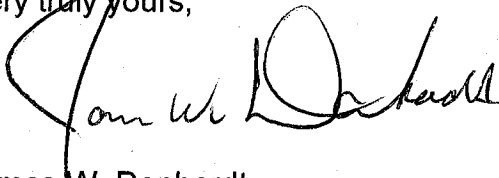
Mr. Steve Majko
August 8, 2019
Page 2

The City shall have the right to elect to extend this Contract for up to three (3) additional terms of three (3) years each, by providing the Contractor with 60 days' notice before the end of the term of this Contract, or any extended term of this Contract. In such event, the amounts paid by the City to the Contractor pursuant to this Contract shall increase by an amount of six percent (6%) for each option extension exercised by the City.

Of course, in the above example, the City could elect any term or terms or number of option periods, as well as provide any other language as far as determining the price for any extension option that might be exercised by the City.

I hope this correspondence has provided assistance in the proposed wording of the RFP. If the wording suggested herein is incorporated as is in the RFP, I would approve of the RFP as to form and correctness. If there are substantive changes made to the termination provision or to the term or any extension options, I would request to review those changes prior to final approval of this RFP.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt", written over a horizontal line.

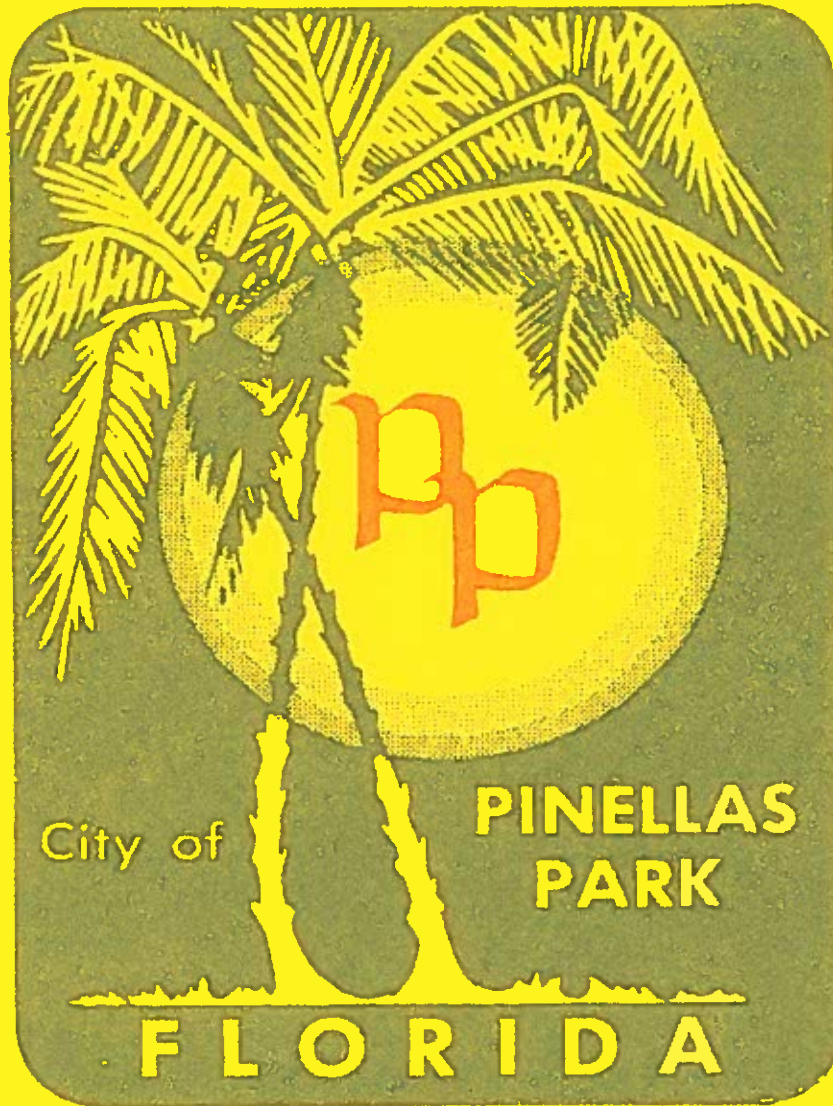
James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

JWD/dh

19-235.08052019.LSM.Janitorial Svcs Contract FRP 19-004.wpd

CITY OF PINELLAS PARK



RFP 19/004 JANITORIAL SERVICES

FACILITIES/PROJECT MANAGEMENT DIVISION

RFP

COMPONENT SECTIONS

Advertisement for RFP

Notice of RFP

Proposal Response – Cover Sheet

General Conditions

APPENDIX I – Insurance Specifications/Hold Harmless

Contract (Sample)

Contractor's Affidavit

Final Release of Lien

Rate Form

APPENDIX II – Public Entity Crimes

APPENDIX III – Non-Collusion Affidavit

APPENDIX IV – Cost Proposal Form(s)

Scope of Services

EXHIBIT "A": Scope of Services

EXHIBIT "B": Buildings/Locations/Frequency

EXHIBIT "C": Supplies & Equipment



**CITY OF PINELLAS PARK
ADVERTISEMENT
REQUEST FOR PROPOSAL 19/004**

Notice is hereby given that the City of Pinellas Park will accept Proposals until: **3:00 P.M., THURSDAY, AUGUST 29, 2019** for:

JANITORIAL SERVICES

It is the intent of this solicitation to obtain the services of an experienced commercial janitorial services company to provide labor, equipment, and tools required to provide janitorial cleaning services for selected facilities within the City of Pinellas Park as described in the attached specifications for the term of FIVE years with two (five year) renewal options. The City will select the firm(s) that are most responsive to the Request for Proposal (RFP) and in the best interest of the City of Pinellas Park.

The City reserves the right to award a single contract or multiple contracts for this service.

RFP Package may be obtained:

<http://www.pinellas-park.com/>

Click on Departments and under Finance click on Purchasing. To the left of your screen please click on RFP Documents and then RFP 19/004.

ALL INQUIRIES (QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

City of Pinellas Park
Purchasing Division

To appear as a **FULL RUN** in the Tampa Bay Times **Friday, AUGUST 16, 2019.**



**CITY OF PINELLAS PARK
NOTICE
REQUEST FOR PROPOSAL 19/004**

Notice is hereby given that the City of Pinellas Park will accept Proposals until: **3:00 P.M., THURSDAY, AUGUST 29, 2019** for:

JANITORIAL SERVICES

It is the intent of this solicitation to obtain the services of an experienced commercial janitorial services company to provide labor, equipment, and tools required to provide janitorial cleaning services for selected facilities within the City of Pinellas Park as described in the attached specifications for the term of FIVE years with TWO (five year) renewal options. The City will select the firm(s) that is most responsive to the Request for Proposal (RFP) and in the best interest of the City of Pinellas Park.

The City reserves the right to award a single contract or multiple contracts for this service.

NOTE: Only employees of the Janitorial Company will be permitted to work on City property. Sub Contracting of employees and/or companies will NOT be permitted.

ALL INQUIRIES (QUESTIONS): All inquiries MUST be submitted to: purchasing@pinellas-park.com

Sealed RFP Proposals shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781. Any RFP Proposal received after the specified time and date will not be considered.

PROPOSAL DUE DATE: AUGUST 29, 2019 @ 3:00 P.M.

Proposals should be submitted in sealed envelopes marked:

"RFP 19/004 - JANITORIAL SERVICES".

ALL RESPONSES MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY RESPONSES

The delivery of proposals is the responsibility of the proposing firm. Proposals received after the specified time and date will not be considered. The City of Pinellas Park will not be responsible for any U S Mail and/or delivery service regarding a delay in the delivery of the proposal.

ALL PROPOSERS MUST SUBMIT ONE(1) ORIGINAL (PAPER HARD COPY) AND SIX PAPER COPIES OF YOUR PROPOSAL AS INDICATED BELOW:

PROPOSAL RESPONSE COVER SHEET

Please complete and insert this form in the front of your proposal for RFP 19/004
(Response Cover Sheet is located in front of Appendix I)

The following forms must be completed and inserted within your proposal, under a tab labeled "FORMS"

INSURANCE REQUIRMENTS

Please see the City's Insurance and Hold Harmless requirements, listed as **Appendix I**, which must be submitted with your proposal.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Please complete **Appendix II**, Public Entity Crimes Statement, **which must be submitted with your proposal.**

NON-COLLUSION CLAUSE

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, in connection with the competitive proposal. Please see Non-Collusion Affidavit, **Appendix III**, **which must be submitted with your proposal.**

COST PROPOSAL

Each Proposer must complete and submit the Total Cost Proposal Form included herein as **Appendix IV**.

The cost proposal shall include ALL costs associated with the performance of the contract (Please see Exhibit "A" "B" & "C").

NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the City nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. The City does not warrant the confidentiality of proposals submitted in

response to this Request for Proposal. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them. Proposers requiring confidentiality should not submit a proposal for this RFP.

All proposals shall be prepared and submitted in accordance with the provisions of this RFP. However, the City may waive any informalities, irregularities, or variances, whether technical or substantial in nature, and/or reject any or all proposals at its discretion. If all such proposals are rejected, then the City of Pinellas Park may, in its discretion, authorize the acceptance of new proposals under such terms and conditions as it deems appropriate. Any proposal may be withdrawn prior to the proposal opening. Once opened, however, no firm may withdraw a proposal for a period of 90 days from the opening date.

Costs of preparation of a response to this request for proposal are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals shall remain the property of the City of Pinellas Park and none shall be returned.

EX PARTE COMMUNICATION CLAUSE

Please note that to ensure proper and fair evaluation of proposals, upon the initial hand-out of the RFP package **the City prohibits ex parte communication initiated by the proposer to any Council Member or Evaluation Committee Member.**

Communication between a proposer and the City will be communicated through the City of Pinellas Park, Purchasing Division only @ purchasing@pinellas-park.com

Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated and ranked by the appointed Evaluation Committee according to the criteria set forth in this RFP. **Please prepare your proposal responses in the order as indicated below**, to assist the Evaluation Committee in rating your proposal response package. Using the evaluations and rankings as a guide and any/all other obtainable information, the Evaluation Committee will select the proposal(s) which it deems to be in the City's best interest. The committee may require competing firms to make oral presentations of their proposals and to answer specific questions about them.

PROPOSAL FORMAT:

Proposers must respond in the format delineated below.

1. Qualifications of Firm (20 POINTS)
 - a) Provide a description and history of the firm focusing on the following:

- i. Experience demonstrating knowledge of safety and environmental requirements.
 - ii. List of proposed equipment and manpower (positions and numbers).
2. Technical Approach (50 POINTS)
Provide a narrative description with an organizational chart outlining the methods of operation, organizational structure and services to be provided. This description should fully and completely demonstrate the Proposers intended methods in performing the contract and specifically identify any obligations of the City (ex. Services and operational requirements) upon the approach is contingent.
3. MBE/MWBE UTILIZATION (5 POINTS)
Please include your certificate(s).
4. References (25 POINTS)
Firm's references (**Please attach list**).

After the Evaluation Committee rates the proposals an agenda item will be submitted to City Council for negotiations. The successful firm(s) will be notified in writing by the City of Pinellas Park.

TERMS AND CONDITIONS

- (1) The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the CONTRACTOR'S local place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the CONTRACTOR'S responsibility to insure that all required records are provided to the City at the CONTRACTOR'S expense.
- (2) The contract(s) resulting from this solicitation shall be non-exclusive and the City may procure the goods or services covered by the contract from other sources at its discretion
- (3) ***The City reserves the right to award a single contract or multiple contracts for this service.***
- (4) Within ten days after the acceptance of the proposal, the contractor will then enter into a contract with the City of Pinellas Park for the services proposed to be performed and will at that time furnish a **Business Services Bond**, which provides protection for the client's (the City's) property up to the amount of **Fifty Thousand Dollars (\$50,000.00)**. Such bond shall cover at all times each and every employee who will be working in City facilities. Alternately, the successful contractor may provide a Business Owner's or other insurance

policy, which provides employee crime coverage along with an endorsement, which covers loss of client's (the City's) property (endorsement CR 04 01) or equivalent .

All proposals submitted in response to this RFP will certify in writing that the company has taken and will during the life of this contract, take the following actions with respect to all of its employees who, will at any time, work on City property under this contract.

- a. Verified the existence of legal authority to be in the United States of America.
- b. All employees who have access to **law enforcement facilities** will comply with the requirements and regulations of the Police Department's Criminal Justice Information System (CJIS) Policy, by submitting to Police Department screenings.
- c. Inspected and verified the authenticity of at least one of the documents listed by the Immigration and Naturalization Service as proof of identity.
- d. Inspected and verified the authenticity of a least one of the document listed by the Immigration and Naturalization Service as proof of right to work in the United States of America.
- e. Conducted sufficient reference checks to confirm suitability to perform any work for the City of Pinellas Park.
- f. **The employer will provide the Facilities & Project Management Division of the City of Pinellas Park with a current and complete list of successfully screened janitorial services employees.** Attached to each list will be copies supporting the documentation from paragraphs a, b and c (above). The City may randomly check janitorial services employees and compare their I.D. badges with the most recent list of successfully screened employees.

NOTE: Only employees of the Janitorial Company will be permitted to work on City property. Sub Contracting of employees and/or companies will NOT be permitted.

- (5) The Contractor awarded shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Pinellas Park. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

Please be aware the information contained in this RFP - 19/004 – Notice, shall be considered as part of the contract.

END - NOTICE

RFP 19/004
CITY OF PINELLAS PARK
JANITORIAL SERVICES

PROPOSAL RESPONSE COVER SHEET

PLEASE COMPLETE THIS FORM & ATTACH IT TO THE FRONT OF YOUR PROPOSAL

(Firm Name)

(Signature of Authorized Agent)

(Print/Type Name and Title of Authorized Agent)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

(Date)

GENERAL CONDITIONS SERVICES CONTRACT

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2-1-6	Working Hours
2-1-7	Personal Qualifications
2-1-8	Identification of Employees
2-1-9	Fair Labor Standards Act and Minimum Wage
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2-1-11	Contractors Representative
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2-1-1 DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

OWNER:	CITY OF PINELLAS PARK PINELLAS COUNTY, FLORIDA
CONTRACTOR:	The person, firm, or corporation with whom this Contract is executed by the Owner.
DESIGNEE:	The City Manager of the City of Pinellas Park, or the person so designated in writing by him.
SUBCONTRACTOR:	Any person, firm, or corporation other than the Contractor supplying material, equipment, supplies or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
SURETY:	Any person, firm or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
SCOPE OF SERVICE:	The detailed written description of the work.
PROJECT:	The entire service to be performed as set forth in the Contract Documents.
NOTICES & CLAIMS:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
OWNER'S ADDRESS FOR NOTICES:	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

2-1-2 NOTICE TO PROCEED

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Authorized City Designee to commence work. The Contractor shall begin the Service Contract within the ten (10) days after the date of such notice. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

2-1-3 INTERPRETATION OF CONTRACT

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, services or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other services, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision(s).

2-1-4 PAYMENTS TO THE CONTRACTOR

The Contractor shall plan his work for services on the basis of twelve (12) monthly pay periods per year. So long as the work is executed in compliance with the provisions of the Contract. Any Periodic Pay Estimate signed by the contractor shall be his binding proposal. It is the Contractor's responsibility to submit one (1) original invoice and all completed worksheets on a monthly basis, directly to the Authorized City Designee. Damages caused and/or work not performed by the Contractor will be deducted from monthly amount due to Contractor.

The Designee will then review the invoice/worksheets and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The amount of said invoice shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee.

2-1-5 SCOPE OF THE CONTRACTORS SERVICE AND CHANGES

Compliance with Exhibits "A" thru "C": Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall comply with all the terms of this Contract, including those outline within Exhibit "A", Exhibit "B" and Exhibit "C" and any/all other Contract Documents, which shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

Changes in the Work: The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes. **In giving instructions, the Designee shall have authority to make minor changes in the work, and work locations, not involving additional costs to the yearly contract and not inconsistent with the purposes of the work.** The above changes will be communicated to the contractor via email.

Except in an emergency endangering life or property, **no extra work or change involving additional sums to the contract, shall be made unless in pursuance of a written Change Order by the Designee and no claim for an addition to the Contract sum shall be valid unless so ordered by written Change Order.**

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) Contract unit prices,
- (b) by an agreed lump sum price, or
- (c) the actual cost of:
 - Labor, including foremen
 - Materials entering permanently into the work
 - The ownership or rental cost of construction plant and equipment during the time of use on the extra work
 - Power and consumable supplies for the operation of power equipment
 - Insurance and Social Security, old age and employment contributions
 - 15% overhead and profit

As a result of the preceding requirements, a written **CHANGE ORDER** will be prepared by the Designee in a form to be approved by the Public Works Administrator and the City of Pinellas Park City Council. It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

2-1-6 WORKING HOURS

Performance of all work under this contract shall be performed between the hours of 5:00 p.m. and 12:00 a.m. (midnight), Monday through Sunday, ***unless otherwise directed by the City Designee and/or delineated within EXHIBIT "B".***

The following days shall be holidays recognized by the City of Pinellas Park:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

And any day designated as a legal Holiday and authorized by the City Designee.

If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

2-1-7 PERSONAL AND QUALIFICATIONS

The Contractor shall employ only qualified operators and workers who are skilled in the performance of janitorial services work.

2-1-8 IDENTIFICATION OF EMPLOYEES

The Contractor will certify in writing that the company has taken and will during the life of this contract take the following actions with respect to all of its employees who, will at any time, work on City property under this contract.

- 1.) Verified the existence of legal authority to be in the United States of America.
- 2.) Inspected and verified the authenticity of at least one of the documents listed by the immigration and Naturalization Service as proof of identity.
- 3.) Inspected and verified the authenticity of at least one of the documents listed by the Immigration and Naturalization Service as proof of right to work in the United States of America.
- 4.) Conducted sufficient reference checks to confirm suitability to perform any work for the City of Pinellas Park.
- 5.) The Contractor will provide the Facilities Management Division of the City of Pinellas Park with a current and complete list of successfully screened janitorial service employees for the City's approval. Attached to each list will be copies supporting the documentation from paragraphs 1, 2 and 3 (above). The City may randomly check janitorial services employees and compare their I.D. badges with the most recent list of successfully screened employees.
- 6.) ***Only employees of the awarded Janitorial Company will be permitted to work on City property. Sub-Contracting of employees and/or companies will NOT be permitted.***

The Contractor shall issue to each of the contractor's employees, proper identification badges exhibiting the name of the Contractor and the employee. The Contractor and his employees will be dressed in a manner satisfactory to the City and in compliance with applicable OSHA requirements. In every instance the City's decision with respect to the appropriateness or appearance of dress shall be final and the Contractor shall abide by the same.

2-1-9 FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor's responsibility to conform to all provisions of Federal, State, Municipal and Local Laws including, but not limited to the FAIR LABOR STANDARDS ACT AND MINIMUM WAGE requirements, rules, laws, and/or regulations.

2-1-10 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to any service area for inspection.

The Contractor shall be responsible for instructing his employees in appropriate safety measures, as required by Federal and State Statutes and shall NOT permit mops/brooms/machines and any/all other equipment to be placed in traffic lanes or other locations in such a manner as to create a safety hazard.

2-1-11 CONTRACTOR'S REPRESENTATIVE

The City of Pinellas Park will provide a Custodial Supervisor who will personally visit all buildings to assure that daily schedules and performance are in accordance with the contract.

The Contractor shall designate a responsible nonworking representative or representatives to be in charge of the work and who will be at the work site during all hours worked by Contractor's personnel. The Contractor's representative will check each night or morning with the City's Facilities Management Designee to recap previous day's activities and compare notes. Contractor's supervisor must approve daily time In/Out report located at each facility, listed in Exhibit "B" and turn it into the City's Facilities Management Designee at daily re-cap meetings.

2-1-12 INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at all times by the City and/or the Authorized City Designee. Any failure to comply with terms of the contract by the Contractor shall, upon notification, be promptly corrected (see Exhibit "A", "B" and "C").

2-1-13 BONDS/LICENSES/PERMITS

The Contractor must also, provide and continuously maintain a **Business Services Bond**, which provides protection for the City's property up to the amount of **\$50,000**. Such bond shall cover at all times each and every employee who will be working in City facilities. Alternately, the contractor may provide a Business Owner's or other Insurance policy, which provides employee crime coverage along with an endorsement, which covers loss of City's property (endorsement CR0401) or equivalent coverage.

Failure to comply with the above bonding provisions shall constitute a material breach of the contractor's duties and obligations hereunder.

2-1-14 EQUIPMENT/MAINTENANCE/SUPPLIES

The Contractor shall furnish and maintain in good working order all equipment and supplies required for proper execution of this contract, as outline in Exhibit "C". The Contractor shall supply wax, mops, rags, trash can liners, machines and equipment necessary to perform duties.

Space for materials and equipment shall be made available to the Contractor without cost for the purpose of storage of the Contractor's materials and equipment. Storage space shall be kept neat and clean. If equipment is stored at the site, the City assumes no responsibility or liability therefore. By temporarily storing its equipment on site, the Contractor waives and relinquishes any and all claims it may have against the City for loss damage and/or destruction of that equipment. Prior approval from the City and/or the Authorized City Designee shall be required for such on-site storage.

2-1-15 PARKING

The Contractor's vehicles shall, at all times, be legally parked so as not to interfere with normal traffic flow.

2-1-16 PERFORMANCE/DAMAGES

The Contractor shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be

damaged or destroyed, the Contractor, at its expense shall repair or make restoration as is practical and acceptable to the City and/or Authorized City Designee and the Owners of destroyed or damaged property within a reasonable period of time, not to exceed thirty (30) days from the date of damage. The Contractor will be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all City of Pinellas Park ordinances and codes and federal and state laws, relating to such work.

2-1-17 DISPUTES AND COMPLAINTS

All Contractors' complaints pertaining to services performed hereunder should be first submitted in writing to the Authorized City Designee. The Authorized City Designee shall investigate the validity of complaints and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the Authorized City Designee's findings, he may then appeal the same to the Public Works Administrator.

2-1-18 SUSPENSION OF WORK

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to subcontractors for materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

2-1-19 TERMINATION OF CONTRACT

In the event that in the sole discretion of the City, the Contractor is not performing services up to the quality as specified in the Request for Proposal, Bid and Contract, and/or not performing services in accordance with generally accepted industry or health standards, then and in that event the City may elect to terminate this Agreement by providing seven (7) days' written notice to the Contractor. In such case, the Contractor shall be paid for all work completed to the date of termination, including any direct expense sustained for such work.

Where the Contract's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor, will not release the Contractor from liability.

If the direct and indirect costs of completing the service contract by the City, whether by performing such services in house or through a different contractor, exceed the unpaid balance of the Contract Price, the Contractor will pay the difference to the City. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Designee and incorporated in a Change Order.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of god or *force majeure*. An "act of God" or "*force majeure*" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts,

explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

In the event the City employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the bond provided in the contract documents, the Contractor and his surety agree to pay the City such reasonable attorney's fees, including appellate fees, and costs as the City may expend therein, whether suit be brought or not. The Contractor and his surety, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements that they may have under Florida Statutes, Section 57.105(2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his surety waive all rights of exemption.

2-1-20 INSURANCE REQUIREMENTS

The following pages numbered 1 through 4 provide further contractual terms and conditions and the insurance required for this Contract, for which the Contractor is responsible.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC

By _____
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

Contractor (Company Name)

Attestor Title (Print)

By _____
Signature of Authorized Officer

(SEAL)

(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

By _____
James W. Denhardt, City Attorney

Approved by City Council: _____

APPENDIX I

**Project # RFP 19/004
Janitorial Services**

July 24, 2019

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

A. GENERAL CONDITIONS

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the Human Resources Division, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Contractor's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.

APPENDIX I

**Project # RFP 19/004
Janitorial Services**

July 24, 2019

B. LIMITS OF INSURANCE

GENERAL LIABILITY

- Type - Commercial General Liability (CGL), Occurrence Basis
- Limits - \$2,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

- Type -Any Auto, Hired autos, and Non-Owned Autos
- Limits -\$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

- Type -Workers' Compensation and Employer's Liability
- Limits -Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease - Policy
\$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

APPENDIX I

Project # RFP 19/004
Janitorial Services

July 24, 2019

C. CERTIFICATES OF INSURANCE

One (1) original signed copy of Certificates of Insurance outlining insurance coverages are to be forwarded to the City's Human Resources Division for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project #RFP 19/004 Janitorial Services (Required for General Liability only)
2. Under heading "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
ATTN: Human Resources
5141 78th Avenue North
Pinellas Park, FL 33781**

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONTRACTOR shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

APPENDIX I

Project # RFP 19/004
Janitorial Services

July 24, 2019

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: PROJECT #RFP 19/004 Janitorial Services.

By this agreement _____, hereinafter "CONTRACTOR", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONTRACTOR, its agents, servants, or employees. CONTRACTOR shall be responsible to the City of Pinellas Park for any damages caused by the CONTRACTOR'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date _____

Contractor _____

Address _____

Print Name _____

Signature _____

Title _____

President, Vice-President, or Treasurer

CORPORATE SEAL

**HUMAN RESOURCES NEED ORIGINAL SIGNED HOLD HARMLESS AGREEMENT
PRIOR TO ANY WORK COMMENCING.**

SERVICES CONTRACT
CITY OF PINELLAS PARK,
PINELLAS COUNTY, FLORIDA

JANITORIAL SERVICES

CONTRACT NO. 19/004

This Agreement dated this _____ day of _____ 2019, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called the Owner, and _____

_____ (a corporation organized and existing under the laws of the State of _____) and hereinafter called the Contractor.

WITNESSETH, The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, transportation and necessary tools and equipment required to complete the services all in strict compliance with the scope of services (Exhibit "A", Exhibit "B" and Exhibit "C"), general conditions and RFP documents, including any and all Addenda, and together with all contract documents herinafter enumerated and made a part thereof..

It is understood and agreed that said service, labor, materials, tools and equipment shall be furnished and said work performed and completed subject to the satisfaction of the Owner and subject to the final approval of the Owner and/or the Authorized City Designee.

ARTICLE II: Contract Price

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is _____
DOLLARS, (\$ _____) **per year**, to be payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: Conditions

1. All of the decisions of the authorized City Designee as to the true services and meaning of Exhibit "A" thru Exhibit "C" shall be final. Contractor shall conform to and abide by any additional furnished by the City Designee to illustrate the work to be done.
2. Contractor shall at all times supply adequate tools, equipment, a sufficient number of skilled employees, materials and supplies of proper quality. Contractor shall pay all employee(s) on a regular basis and if requested by Owner, shall obtain and furnish to Owner a copy of the payroll verified by an affidavit. **Contractor further agrees that subcontracting of employees and/or companies will not be permitted.**
3. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only an extension time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight hours from the time of the beginning to the delay.
4. If, in the Owner's sole discretion, the Contractor shall fail to perform in a timely or proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have the right to **terminate this Agreement by giving written notice to Contractor and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.** In such event, Contractor shall be entitled to receive just and equitable compensation for satisfactory services performed to the effective date of said termination for cause. Said seven (7) days is intended to provide Contractor time to effectuate termination of the Agreement.
5. This Agreement shall be binding upon the parties hereto, their heirs, transferees, successors in interest, and legal representatives. Neither party shall assign or otherwise transfer any of its right or duties under this Agreement without the express prior written consent of the other party.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; The Contractor agrees that he is responsible for having heretofore examined all sites and locations and routes of all proposed work and for having satisfied himself as to the character of the sites, locations and routes and other physical characteristics of the work and work areas in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon and that this contract price is based upon these inspections and examination. The Contractor further agrees upon the same considerations and inspections hereinabove enumerated, to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within the frequency contained in these Contract Documents.

ARTICLE V: Contract Period

The parties further agree that this Contract is for the term of five (5) years. The City shall have the right to elect to extend this Contract for an additional (2) (five year) renewal options, with notice, prior to the end of the initial term limit of this Contract, upon such terms and conditions as may be mutually acceptable to the parties. The renewal of this contract shall be enforced by both parties (Owner and Contractor) signing to this Original Contract and its attachments as indicated in Article VI below.

ARTICLE VI: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement for RFP, Notice of RFP, Hold Harmless Agreement, Cost Proposal Forms, Services Contract, General Conditions, Exhibit "A", Exhibit "B" and Exhibit "C", Sworn Statement of Public Entity Crimes, Business Services Bond and Performance Bond, Memo reducing Performance Bond.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

By _____
Diane M. Corna, MMC

By _____
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

Contractor (Company Name)

(SEAL)

Attestor Title (Print)

By _____
Signature of Authorized Officer

(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

City Attorney, James W. Denhardt
City of Pinellas Park

CITY COUNCIL APPROVAL DATE: _____

BEFORE ME, the undersigned authority, personally appeared _____
_____(Contractor) who was sworn and says that he is the Contractor
who has contracted with _____(Owner) to
construct improvements on real property in Pinellas County, Florida, described as:

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$_____ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract.

All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

Contractor

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20____
(date)

by _____
(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____
(Type of identification) as identification and who did (did not) take an oath.

Notary Public

(NOTARY STAMP)

Commission No.

(Name of Notary typed, printed or stamped)

KNOW ALL MEN BY THESE PRESENTS that _____
 _____ (Contractor)
 County of _____, City of _____, and State of _____,
 do hereby acknowledge that _____ (Contractor)

this day has had and received of and from the **CITY OF PINELLAS PARK** (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated _____.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated _____ and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

(CORPORATE SEAL)

 Contractor Signature

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20____.
 _____ (date)

by _____
 _____ (Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

(Type of identification) as identification and who did (did not) take an oath.

 Notary Public

(NOTARY STAMP)

 Commission No.

 (Name of Notary typed, printed or stamped)

APPENDIX II

PUBLIC ENTITY CRIMES
PAGE - 1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

APPENDIX II

PUBLIC ENTITY CRIMES

PAGE - 2

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.
(attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of identification)

My Commission Expires _____

(Printed typed or stamped commissioned name of notary public)

**APPENDIX III
NON-COLLUSION AFFIDAVIT**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says

that he is _____ of _____.

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

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

Notary Public

RFP 19/004
JANITORIAL SERVICES

SAMPLE RATE FORM						
1. Firm's or individual's Qualifications; (20 points)						
2. Technical Approach; (50 points)						
3. Certificates; (05 points)						
4. References; (25 points)						
TOTAL						

APPENDIX IV - COST PROPOSAL FORM(S)

ZONE - 1

Davis Field:

Football Building:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #6)

Diamond #2:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #7)

Diamond #6 & #7:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #8)

Playground:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #9)

Adamek Building:..... \$ _____ (MONTHLY)
(Neighborhood Services)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #1)

Police Department:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #8)

Senior Center:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #13)

Senior Annex:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #14)

Park Station:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #6)

Art Studios:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #17)

TOTAL MONTHLY PROPOSAL AMOUNT - ZONE - 1 \$ _____

ZONE - 2

City Hall:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #3)

Library:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #5)

Youth Park Rec:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #16)

Youth Park Soccer/Baseball Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #3 & #4)

Police Annex:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #7)

TOTAL MONTHLY PROPOSAL AMOUNT - ZONE - 2 \$ _____

CONTINUED NEXT PAGE

APPENDIX IV - COST PROPOSAL FORM(S)

ZONE - 3

Technical Services Building:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #9)

Purchasing:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #11)

Broderick Recreation Center:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #2)

Broderick Park Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #12)

Lurie Park Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #14)

City Basketball Court Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #11)

Fire Station #35:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #4)

TOTAL MONTHLY PROPOSAL AMOUNT - ZONE - 3 \$ _____

ZONE - 4

Skyview Pool:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #15)

Helen Howarth Park Senior field & Ball Park:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #1 & #10)

Helen Howarth Park Complex Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #2)

Ronald P. Forbes Recreation Center:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #12)

Pinebrook Park Restrooms:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - RESTROOMS ONLY #13)

Public Works Operation Center:..... \$ _____ (MONTHLY)
(SEE EXHIBIT "B" - BLDGS & RESTROOMS #10)

TOTAL MONTHLY PROPOSAL AMOUNT - ZONE - 4 \$ _____

END

EXHIBIT "A"

SCOPE & SCHEDULE OF SERVICES

CUSTODIAL CLOSETS	FREQUENCY
ARE TO BE KEPT CLEAN/ORDERLY & STOCKED	DAILY
ACCESSORIES	FREQUENCY
EMPTY	DAILY
DESIGNATED OFFICE PAPER RECYCLING CONTAINERS	
EMPTY & WIPE	DAILY
WASTE BASKETS	
CLEAN/POLISH & DISINFECT	DAILY
DRINKING FOUNTAINS	
CLEAN	DAILY
WALLS/DOORS/METAL IN ELEVATORS/PUSH BARS & PUSH PLATES	
POLISH METAL AND WIPE HAND RAILINGS	DAILY
CLEAN FIXTURES (INCLUDING LIGHT SWITCHES, ETC.)	MONTHLY
FLOOR MAINTENANCE	FREQUENCY
VACUUM	DAILY
ALL CARPETED AREAS AND MATS	
WET MOP & SANITIZE	DAILY
ALL RECREATION CENTER UNCARPETED FLOORS	
MOP & SWEEP	DAILY
VCT FLOORS ALL OTHER BUILDING UNCARPETED FLOORS	
STRIP & WAX VCT FLOORS (BURNISH MONTHLY)	TWICE YEARLY
TILE AND TERRAZO FLOORING	DEEP CLEAN MONTHLY
SWEEP & DAMP MOP	DAILY
STAIRWELLS & STAIR TREADS	
CLEAN & FINISH	DAILY
ELEVATOR FLOORS	
VACUUM	DAILY
ALL OFFICES/RECEPTION AREAS/LOBBIES	
WET MOP & RINSE CERAMIC TILE FLOORS	DAILY
WALLS & CEILINGS	FREQUENCY
DUST VENTS & RETURN GRILLS	AS NEEDED
DUST/WASH & WIPE	WEEKLY
LEDGES/SILLS/MOLDING/BASEBOARDS/LOBBY FURNITURE & SEATING, ETC.	
DUST/WASH & WIPE	MONTHLY
LOWER WALLS & BLINDS	
DUST	DAILY
RAILINGS/LEDGES IN STAIRWELLS	
SPOT WASH	DAILY
WALLS/WOODWORK/DOORS/PARTITIONS (FINGERPRINTS, CHAIR MARKS, ETC.)	
WINDOW CLEANING	FREQUENCY
CLEAN	DAILY
MIRRORS	
CLEAN	DAILY
ENTRY GLASS AND LOWER LEVEL INSIDE GLASS	
WASH	WEEKLY
PLATE GLASS IN LOBBIES	
INTERIOR WINDOWS	AS NEEDED

EXHIBIT "A" CONTINUED NEXT PAGE

RESTROOMS	FREQUENCY
EMPTY WASTE CONTAINERS	DAILY
CLEAN & SANITIZE	DAILY
URINALS/COMMODOES/SINKS	
CLEAN	DAILY
MIRRORS/COUNTERTOPS	
CLEAN	DAILY
SOAP/ TOWEL /TOILET TISSUE DISPENSERS/DOOR HANDLES	
CLEAN/DUST	DAILY
PARTITIONS/WALLS/CEILINGS/PUSH PLATES	
WET MOP & SANITIZE	DAILY
FLOORS	
CLEAN	DAILY
PLUMBING/BRIGHT METAL	
REFILL ALL DISPENSERS	DAILY
WALL DEODERIZERS: REPLACE/REFILL	PROVIDED BY CITY
AREAS INCLUDED: EXHIBIT "B" AND EXHIBIT "C"- PAGE 1 ONLY EXCLUSIONS: EXHIBIT "B" AND EXHIBIT "C"- RESTROOMS PAGE 2	
OUTSIDE AREAS	FREQUENCY
EMPTY TRASH RECEPATAcles OUTSIDE OF DESIGNATED BUILDINGS: PARK STATION, CITY HALL, LIBRARY, RECREATION CENTERS	MONDAY/WEDNESDAY, FRIDAY
SWEEP	DAILY
ALL ENTRANCES TO ALL BUILDINGS	
REMOVE TRASH AND EMPTY ASHTRAYS	DAILY
AROUND ALL CITY BUILDINGS	
MISCELLANEOUS	FREQUENCY
LOBBIES AND CORRIDORS TO RECEIVE HIGH STANDARD AT ALL TIMES, INCLUDING ELEVATORS, SINKS AND COUNTERTOPS.	

NOTE: The areas of service shall include, but not be limited to Offices, Conference Rooms, Laboratories, Restrooms, Lounges, Closets, Storage Areas, Lobbies, Corridors, Stairwells, Entry Ways, and Elevators.

EXHIBIT "A"

END

EXHIBIT "B"
BUILDINGS & RESTROOMS

All buildings listed on this Exhibit "B" are to be included in the total for the Janitorial Services Contract.

BUILDINGS/LOCATIONS/FREQUENCY

	BUILDING DESCRIPTION	BUILDING ADDRESS	EST. SQ FEET	NO. REST ROOMS	FREQUENCY (DAYS PER WEEK)
1	ADAMEK BUILDING (NEIGHBORHOOD SERVICES)	7780 60 TH STREET NORTH, PINELLAS PARK, FL 33781	6,000	2	5
2	BRODERICK PARK RECREATION CENTER	6101 66 TH AVENUE NORTH, PINELLAS PARK, FL 33782	10,232	3	6
3	CITY HALL	5141 78 TH AVENUE NORTH, PINELLAS PARK, FL 33781	25,792	4	5 TUESDAYS & THURSDAYS START NOT BEFORE 7:00 P.M.
4	FIRE STATION #35 (ADMINISTRATIVE OFFICES ONLY)	11350 43 RD STREET NORTH, CLEARWATER, FL 34622	5,493	2	5
5	LIBRARY	7770 52 ND STREET NORTH, PINELLAS PARK, FL 33781	31,041	5	7
6	PARK STATION	5851 PARK BOULEVARD, PINELLAS PARK, FL 33781	17,484	4	7
7	POLICE ANNEX	6990 49 TH STREET, PINELLAS PARK, FL 33781	5,892	2	4 Tuesday thru Friday
8	POLICE DEPARTMENT	7700 59 TH STREET NORTH, PINELLAS PARK, FL 33781	24,980	7	7 (1 ST FLOOR) 7 (2 ND FLOOR) 365 DAYS
9	TECHNICAL SERVICES BUILDING	6051 78 TH AVENUE NORTH, PINELLAS PARK, FL 33781	17,906	7	5
10	PUBLIC WORKS OPERATION CENTER	6250 82 ND AVENUE NORTH, PINELLAS PARK, FL 33781	31,853	10	5
11	PURCHASING (OFFICES ONLY)	8000 60 TH STREET NORTH, PINELLAS PARK, FL 33781	1,500	2	5
12	RONALD P. FORBES RECREATION CENTER	6401 94 TH AVENUE NORTH, PINELLAS PARK, FL 33782	15,412	3	6
13	SENIOR CENTER	7625 59 TH STREET NORTH, PINELLAS PARK, FL 33781	5,112	2	5
14	SENIOR CENTER ANNEX	5800 77 TH AVENUE, PINELLAS PARK, FL 33781	3,945	2	6
15	SKYVIEW POOL	9040 54 TH WAY, PINELLAS PARK, FL 33782 (MAY THRU SEPT. ONLY)	4,140	2	7
16	YOUTH PARK RECREATION CENTER	4000 66 TH AVENUE, PINELLAS PARK, FL 33782	3,000	2	5
17	ART STUDIOS	5663 PARK BLVD., PINELLAS, PARK, FL 33781	1,000	2	5

EXHIBIT "B" CONTINUED NEXT PAGE

EXHIBIT "B"

RESTROOMS ONLY

All buildings listed on this Exhibit "B" are to be included in the total for the Janitorial Services Contract.

BUILDINGS/LOCATIONS/FREQUENCY

	BUILDING DESCRIPTION	BUILDING ADDRESS	# OF RESTROOMS	FREQUENCY (DAYS PER WEEK)
1	HELEN HOWARTH BALL PARK BUILDING	6301 94 TH AVENUE NORTH, PINELLAS PARK, FL 33782	2	7
2	HELEN HOWARTH PARK COMPLEX RESTROOMS	6301 94 TH AVENUE NORTH, PINELLAS PARK, FL 33782	4	7 365 DAYS
3	YOUTH PARK BASEBALL BUILDING	4100 66 TH AVENUE NORTH, PINELLAS PARK, FL 33782	2	7
4	YOUTH PARK SOCCER BUILDING	3750 66 TH AVENUE NORTH, PINELLAS PARK, FL 33781	2	7
5	FREEDOM LAKE PARK	9990 46 TH STREET NORTH, PINELLAS PARK, FL 33781	6	7 365 DAYS
6	DAVIS FIELD FOOTBALL BUILDING	6050 76 TH AVENUE NORTH, PINELLAS PARK, FL 33781	2	7
7	DAVIS FIELD DIAMOND #2	6050 76 TH AVENUE NORTH, PINELLAS PARK, FL 33781	2	7
8	DAVIS FIELD DIAMOND #6 & #7	7671 61 ST STREET NORTH, PINELLAS PARK, FL 33781	2	7
9	DAVIS FIELD PLAYGROUND	6050/2 RAILROAD AVENUE, PINELLAS PARK, FL 33781	2	7 365 DAYS
10	HELEN HOWARTH SENIOR FIELD	6401 94 TH AVENUE NORTH, PINELLAS PARK, FL 33782	2	7
11	CITY BASKETBALL COURTS	7900 60 TH STREET NORTH, PINELLAS PARK, FL 33781	1	7
12	BRODERICK PARK	6101 66 TH AVENUE NORTH, PINELLAS PARK, FL 33782	2	7 365 DAYS
13	PINEBROOK PARK	7202 118 TH AVENUE NORTH, PINELLAS PARK, FL 33781	2	7 365 DAYS
14	LURIE PARK	5500 N 62 ND AVENUE NORTH, PINELLAS PARK, FL 33781	6	7 365 DAYS
TOTAL RESTROOMS = 37				

NOTE: Locations of service shall include, but not be limited to the locations listed on this Exhibit "B" pages 1 & 2. Service shall include, but not be limited to the Scope & Service listed on Exhibit "A" and may change, however we will provide notice when these changes occur to allow time for janitorial services to re-organize their crews.

EXHIBIT "C"

RFP 19/004 JANITORIAL SERVICES

SUPPLIES and EQUIPMENT

The Contractor shall furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, buffers, vacuums, ladders, and any other equipment necessary to perform the requirements of the contract. Commercial equipment and supplies used are subject to approval by the City.

All equipment used in the completion of this contract shall be new or less than six months and in good repair at the commencement of this contract. The Contractor shall submit to the City a list of all equipment, with manufacturer and model number, prior to the commencement of the contract.

The Contractor shall be required to use vacuum cleaning equipment that provides a double filtration system to prevent redistribution into the air of dust and dirt picked up in the normal course of vacuuming. These filters shall be combination of at least .3 microns and .1 microns and shall be emptied/cleaned daily. Some backpack vacuum cleaners are recommended for access to small offices and tight spaces.

A back-up stock of supplies will be kept at each facility for emergencies.

The Contractor will be assigned an area in each facility for storage of all equipment, materials and supplies necessary for use within that particular facility.

The Contractor shall submit to the Facilities Management Designee a list giving the name of the manufacturer, the brand name and use of each of the materials the Contractor proposes to use in the performance of the work required prior to commencement of this contract. The Contractor shall not use any product, which the City determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied, or to any other part of the building, its contents or equipment.

No additional products/chemicals shall be used in the performance of this contract without prior approval of the Facilities Management Designee and submission of samples and corresponding SDS sheets, as the City will supply all products/chemicals/paper products needed to perform the contract.

Defective equipment, materials or supplies that are found by the City are to be immediately repaired, replaced or removed from the buildings and possible deductions for improper cleaning may occur, as specified herein. Equipment parts shall be replaced within 24 hours or new equipment brought into the buildings.

All supplies and equipment shall be kept free of traffic lanes or other areas where they may be hazardous and shall be secured at the end of each work period in the areas specified

within in each building, as specified by the Facilities Management Designee. Cleaning solution shall be disposed of properly as directed by the manufacturer.

The City will not be responsible, in any way, for theft of or damage to the Contractor's stored materials or equipment kept throughout the buildings, or the Contractor's employees' personal belongings brought into the buildings.

RFP 19/004
JANITORIAL SERVICES

ORAL PRESENTATION FINAL RATING	ADVANCED NATIONWIDE JANITORIAL SERV.	ELITE EXTERIOR RESTORATION LLC	HIGH SOURCES INC.	JANI KING OF TAMPA BAY	USSI- UNITED STATES SERVICE IND. INC.
1. Firm's or individual's Qualifications; (20 points)	79	92	86	82	93
2. Technical Approach; (50 points)	182	244	212	184	233
3. Certificates; (05 points)	25	25	25	25	25
4. References; (25 points)	95	113	101	104	108
TOTAL	381 (5)	474 (1)	424 (3)	395 (4)	459 (2)