

CITY OF GULFPORT

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES

Bid #2016-07



FOR INFORMATION CONTACT:

MR. PAUL ROUSSEAU, BUILDING MAINTENANCE

(727) 580-9032

City of Gulfport Public Works Department

**REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES**

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**CITY OF GULFPORT, FL
JANITORIAL SERVICES**

INVITATION TO BID

Sealed proposals will be received at the City of Gulfport, 2401 53rd Street South, Gulfport, Florida, 33707, in Pinellas County, until 2:00 PM on Tuesday, September 27, 2016, at which time and place they will be publicly opened and read aloud in the City Council Chambers, for furnishing necessary labor, materials, incidental items, and equipment for **Janitorial Services** in the City Hall Building, 2401 53rd Street South, the Public Services Building, 5330 23rd Avenue South, the Recreation Center, 5730 Shore Boulevard South, the Beach Bathrooms, located on Shore Boulevard South, the Casino Exterior Bathrooms, 5500 Shore Boulevard South, Gulfport Dog Park, 2726 54th Street South, Library, 5501 28th Avenue South, Gulfport Neighborhood Center, 1617 49th Street South and the Senior Center, 5501 27th Ave. S.

An electronic version of the specifications and contract documents can be retrieved from the City's website (under services) at <http://mygulfport.us/bids/>. A mandatory pre-bid walk-through of the facilities to be maintained will be held on Tuesday, September 20, 2016, at 9:00 a.m., 5330 23rd Avenue South, Gulfport, FL 33707. Questions regarding this bid should be directed to Paul Rousseau at (727) 580-9032.

Sealed bids must be submitted on proposal forms as provided marked **Gulfport Janitorial Services**, for the City of Gulfport, Florida.

Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of sixty (60) days after the date of opening bids. Bids must conform to the specifications and instruction to the Bidders. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all proposals, to waive any technical defects, and to accept any proposal which the bidding authority believes to be in the best interest of the City. This request for proposals and all proposals submitted are subject to the City ordinances. Any deviation from the specifications must be shown.

A person of 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 with a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under 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.

Persons with disabilities requiring reasonable accommodation to participate in this proceeding / event should call (727) 893-1013 (voice/TDD) or FAX (727) 893-1008, not later than seven days prior to the proceeding.

Lesley DeMuth, City Clerk

**CITY OF GULFPORT, FL
JANITORIAL SERVICES**

INSTRUCTIONS TO BIDDERS

1. Scope

City of Gulfport, a political subdivision of the State of Florida will receive proposals from individuals, corporations, partnerships and other legal entities organized under the laws of the State of Florida, for the purpose of providing janitorial services.

2. Preparation of Bids

- a. Bidders are expected to examine the specifications and all special and general conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the City.
- b. Bids shall be submitted on the Proposal Quote Form furnished with the specifications; other forms may be rejected. Unless otherwise stated within the specifications, responses to **the RFP should be submitted in TRIPLICATE for bid evaluation purposes.**
- c. Unit price for each unit offered shall be shown. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct.
- d. Additional or alternate bids, unless specifically requested, will not be accepted.
- f. The bidder should retain a copy of all bid documents for future reference.
- g. All bids must be signed with the firm name by an officer or employee having authority to bind the company or firm by his/her signature.

3. Submission and Receipt of Bids

- a. Bids must be received at or before the specified time of opening as designated in the RFP. Bidders are welcome to attend bid opening; however, no award of bid will be made at this time. A bid tabulation will be furnished, upon request.

- b. Bids shall be submitted in a sealed envelope. The three envelopes shall show the hour and date specified for receipt of bids, bids must be sealed and marked **“Gulfport Janitorial Services”** and the name and address of the bidder.

- c. The City of Gulfport is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a bid can be considered. Late bids will be rejected.
- d. Telegraph bids will not be considered, however, bids may be modified by telegraphic notice, provided such notices are received prior to the hour and date specified on the bid. Bids submitted by telephone or FAX will not be accepted.
- e. Failure to follow these procedures is cause for rejection of bid.
- f. Bids having any erasures or corrections must be initiated by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- g. The City reserves the right to reject any or all bids received, to waive any irregularities in the bids received, or to accept the bid which best serves the interest of the City of Gulfport.

4. Acceptance of Offer

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order or other contractual document. The successful bidder shall be required to execute an agreement for construction services attached to this bid.

5. Clarification and Addenda

Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid shall be made through the City of Gulfport no less than five (5) business days before the scheduled bid opening date. The City shall not be responsible for the oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification and additional information can be given. If any addenda are issued to this Bid, the City will attempt to notify all prospective Bidders who have secured the same; however, it shall be the responsibility of each Bidder, prior to submitting the Bid, to contact the City of Gulfport at 727-893-1090, to determine if addenda were issued and make such addenda a part of the Request for Proposal.

6. Firm Prices

The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified. Such prices will remain firm for the period of performance of resulting purchase orders or contracts, which are to be performed over a period of time. Additionally, and if mutually agreed by both parties, applicable unit prices may be applied to additional work outside the scope of the project for a period of two (2) years.

7. Award

The contract of purchase order shall be awarded by the appropriate written notice to the bidder whose bid meets the requirements and criteria set forth in the RFP and as follows:

- a. The ability, capacity and skill of bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service;
- i. The number and scope of conditions attached to the bid.
- j. The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the services described in the RFP.
- k. The City reserves the right to terminate the contract within thirty (30) days written notice of intent.

8. Conflict of Interest

The bidder, by acceptance of this order, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

9. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

repair of a public building or public work, may not submit bids on leases of real property 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.

10. Modification for Changes

No agreement or understanding to modify this RFP and resultant purchase orders or contract shall be binding upon the City unless made in writing by the City Manager or authorized representative of the City of Gulfport.

11. Safety Clause

Any and all work originated from this bid must comply with all applicable safety laws based on any City, County, State and or Federal regulations.

12. Indemnification, Insurance and Bonds

a. Indemnification

To the fullest extent permitted by law, for Ten and 00/100 Dollars (\$10.00), acknowledged to be included and paid for the Contract Amount, and other good and valuable consideration, the Contractor shall indemnify and hold harmless from and pay on behalf of the Owner and their agents and employees all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense;

- is attributable to bodily injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from; and
- is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts he may be liable, regardless of whether or not it is caused in part by a party indemnification hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Section. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the owner may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes.

13. General

1. Contractor will be available for conference with the City Manager or Director of Public Works (or his/her representative) during normal working hours upon reasonable notice.
2. Cleaning supplies, floor wax, trashcan liners, etc., to be furnished by contractor.

3. Tissue, paper towels, deodorant, hand soap, etc., to be furnished by City for distribution by contractor.
4. Furniture moved during cleaning will be replaced.
5. Invoicing and payment on a monthly basis; payment is contingent upon satisfactory completion of service.
6. Include names and date of birth of supervisor and persons who will be performing the work. No one will be permitted in buildings without background check. No last minute substitution of personnel will be permitted. **NO SUBCONTRACTORS.**

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES

City Hall Building, 2401 53rd Street South

Public Services Building, 5330 23rd Avenue South

A. Daily, Monday through Friday (including all Sundays and Holidays in the Police Department, excluding Holidays in other locations)

1. Bathrooms

- a. Sweep and damp mop with disinfectant.
- b. Polish all mirrors and bright work (faucets, etc).
- c. Clean and disinfect all stools, urinals and sinks (all surfaces).
- d. Replenish paper towels, tissue, soap and deodorant.

2. Breakrooms/coffee messes

- a. Vacuum or damp mop as appropriate.
- b. Clean sinks, tables, counters, and exterior surfaces of all appliances.

3. Cell block

- a. Damp mop with disinfectant.
- b. Sweep sallyport and outside entrances.
- c. Dust horizontal surfaces.
- d. Clean/disinfect toilet assemblies and fountains.

4. All spaces

- a. Vacuum carpets.
- b. Clean the following:
 - (1) Drinking fountains.
 - (2) Glass dividers and windows on inside offices.
 - (3) Entrance/exit doors and casings, inside and outside.
- c. Replenish facial tissue.
- d. Empty all wastebaskets, including paper shredders.
- e. Replace wastebasket liners as required.
- f. Damp mop wood/tile/concrete/terrazzo/rubber floors.
- g. Dust all horizontal surfaces, file cabinets, lockers, decks (including all other furniture).
- h. Sweep all outside entrances.

5. Garage

- a. Clean office and bathroom in Garage.
- b. Clean wash sink and water fountain in Garage.

B. Weekly Services (all locations)

1. Dust the following:

- a. Window sills and blinds.
- b. Ventilation and air conditioning return vents.

2. Clean the following:

- a. Telephones.
- b. Switch plates.
- c. Shower stalls.
- d. Cubicle partitions.
- e. Bathroom wall tiles.
- f. Interior doors and casings.
- g. Office equipment and machines (except computer keyboards and mouse devices).
- h. Spot clean carpets.

3. Sunday Morning Cleaning (Police Department only):

- a. Clean public restrooms in City Hall.
- b. Clean locker rooms, restrooms and breakroom in Police Department
- c. Clean breakroom in City Hall.
- d. Police Department Classroom.

C. Monthly Services (all locations)

1. Spray buff tile floors.
2. Clean floor in the break room of the Public Services Building.

D. Semiannual Services

1. Clean carpets.
2. Strip and refinish tile floors.
3. Wash windows and skylights (inside and out).
3. Clean interior of all light diffuser panels/covers.

E. General

1. All services will be completed after 8:00 p.m. and before 7:00 a.m.
2. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES Recreation Center, 5730 Shore Blvd. South

A. Daily, Monday through Thursday and Saturday (including Holidays) – 5 Day Service

1. Bathrooms Recreation Center – lobby, lounge and classroom

- a. Sweep and damp mop with disinfectant.
- b. Clean all mirrors.
- c. Polish all mirrors and bright work (faucets, etc).
- e. Clean and disinfect all stools, urinals and sinks (all surfaces).
- f. Replenish paper towels, tissue, soap and deodorant.

2. Kitchen

- a. Vacuum or damp mop as appropriate.
- b. Clean sinks, counters and exterior surfaces of all appliances.
- c. Polish sinks and bright works.
- d. Replenish paper towels and soap.
- e. Clean all windows inside and outside.

3. All spaces

- a. Vacuum carpets.
- b. Clean the following:
 - (1) Drinking fountains.
 - (2) Mirrors in upstairs classroom.
 - (3) Entrance/exit doors and casings, inside and outside.
 - (4) All windows on inside of building/offices and outside of main entrances.
- c. Empty all wastebaskets, paper shredders and patio trashcans.
- d. Replace wastebasket liners and trashcan liners, inside and outside.
- e. Damp mop tile/concrete/terrazzo floors.
- f. Dust all horizontal surfaces, file cabinets, lockers, decks, (including all other furniture).
- g. Sweep all outside entrances.
- h. Hose down picnic tables and concrete porch – outdoor patio area (June 1 – August 31).

B. Weekly Services (all locations)

1. Dust the following:

- a. Window sills and blinds.
- b. Ventilation and air conditioning return vents.

2. Clean the following:

- a. Telephones.
- b. Switch plates.
- c. Shower stall in lounge.
- d. Bathroom wall tiles.
- e. Interior doors and casings.
- e. Office equipment and machines (except computer keyboards and mouse devices).
- f. Spot clean carpets.
- g. Clean and disinfect all trashcans, inside and outside.

4. **Clean Elevator:**

- a. Mop elevator floor.
- b. Clean elevator walls.
- c. Vacuum track outside of elevator.

C. Monthly Services

1. Spray buff tile floors.
2. Wash windows on outside of building.
3. Hose down picnic tables and concrete porch – outside patio area.

E. Semiannual Services

1. Wash windows (outside of upstairs, south-side)

F. General

1. All services will be completed after 9:00 p.m. and before 7:00 a.m.
2. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES
Beach Bathrooms, located on Shore Boulevard South
Casino Exterior Bathrooms, 5500 Shore Boulevard South
Gulfport Dog Park, 2726 54th Street South

A. Daily, Saturday and Sunday and all Holidays

1. Bathrooms

- a. Sweep and damp mop floors with disinfectant.
- b. Polish all mirrors and bright work (faucets, etc).
- c. Clean and disinfect all stools, urinals and sinks (all surfaces).
- d. Replenish paper towels, tissue, soap and deodorant.
- e. Empty all wastebaskets.
- f. Replace wastebasket liners as required.
- g. Clean water fountain.
- h. Hose or sweep outside sidewalks around the building.

B. General

1. All services will be completed after 9:00 p.m. and before 7:00 a.m.
2. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES Gulfport Library, 5501 28th Avenue South

A. Daily, Monday through Saturday (including all Holidays)

1. Bathrooms

- a. Sweep and damp mop with disinfectant.
- b. Polish all mirrors and bright work (faucets, etc.).
- c. Clean and disinfect all stools, urinals and sinks (all surfaces).
- d. Replenish paper towels, tissue, soap and deodorant.

2. Break rooms/coffee messes

- a. Vacuum or damp mop as appropriate.
- b. Clean sinks, tables, counters, and exterior surfaces of all appliances.

3. All spaces

- a. Vacuum carpets.
- b. Clean the following:
 - (1) Drinking fountains.
 - (2) Glass dividers and windows on inside offices.
 - (3) Entrance/exit doors and casings, inside and outside.
- c. Replenish facial tissue.
- d. Empty all wastebaskets, including paper shredders.
- e. Replace wastebasket liners as required.
- f. Damp mop wood/tile/concrete/terrazzo/rubber floors.
- g. Dust all horizontal surfaces, file cabinets, lockers, decks (including all other furniture).
- h. Sweep all outside entrances.

B. Weekly Services (all locations)

1. Dust the following:

- a. Window sills and blinds.
- b. Ventilation and air conditioning return vents.

2. Clean the following:

- a. Telephones.
- b. Switch plates.
- c. Cubicle partitions.
- d. Bathroom wall tiles.
- e. Interior doors and casings.
- f. Office equipment and machines (except computer keyboards and mouse devices).
- g. Spot clean carpets.

C. Monthly Services

1. Spray buff tile floors.

F. Semiannual Services

1. Clean carpets.
2. Strip and refinish tile floors.
3. Wash windows (inside and out).
5. Clean interior of all light diffuser panels/covers.

E. General

1. All services will be completed after 8:00 p.m. and before 7:00 a.m.
2. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES Gulfport Neighborhood Center, 1617 49th Street South

A. Daily, Monday through Saturday (excluding Holidays)

1. Bathrooms

- a. Sweep and damp mop with disinfectant.
- b. Polish all mirrors and bright work (faucets, etc).
- c. Clean and disinfect all stools, urinals and sinks (all surfaces).
- b. Replenish paper towels, tissue, soap and deodorant.

2. Kitchen

- a. Sweep and damp mop floor.
- b. Clean sinks, tables, counters and exterior surfaces of all appliances.
- c. Empty all wastebaskets and replace wastebasket liner as required.

3. Meeting Hall / Hallway

- a. Sweep and damp mop tile floor.
- b. Dust windowsills.
- c. Clean drinking fountains.

4. Offices

- a. Vacuum carpets.
- b. Empty all wastebaskets and replace wastebasket liners as required.
- c. Dust all horizontal surfaces, file cabinets, desks and other furniture.
- d. Clean glass dividers and windows on inside of offices.

B. Weekly Services (all locations)

1. Dust the following:

- a. Windowsills and blinds.
- b. Ventilation and air conditioning return vents.

2. Clean the following:

- a. Telephones.
- b. Switch plates.
- c. Bathroom wall tiles
- d. Interior doors and casings.
- e. Office equipment and machines (except computer keyboards and mouse devices).
- f. Spot clean carpets.

C. Monthly Services:

1. Buff tile floors.
2. Clean glass on interior and exterior of all windows and doors.

D. Semiannual Services:

1. Clean carpets.
2. Clean interior of all light diffuser panels and covers.

E. General:

1. All services will be completed after 9:00 p.m. and before 7:00 a.m.
2. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA

BID SPECIFICATIONS FOR JANITORIAL SERVICES

Senior Center 5501 27th Avenue South

A. Daily, Monday through Friday (including holidays) — 5 Day Service / 10:00 p.m. or Later

1. Bathrooms Senior Center lobby, lounge and classroom

- a. Sweep and damp mop with disinfectant.
- b. Clean all mirrors, walls and partitions
- c. Polish all mirrors and bright work (faucets, etc).
- d. Clean and disinfect all stools, urinals and sinks (all surfaces).
- e. Replenish paper towels, tissue, soap and deodorant.

2. Kitchen

- a. Vacuum or damp mop as appropriate.
- b. Clean sinks, counters and exterior surfaces of all appliances.
- c. Polish sinks and bright works.
- d. Replenish paper towels and soap.

3. All spaces

- a. Vacuum carpets.
- b. Clean the following:
 - (1) Drinking fountains.
 - (2) Mirrors in dining room.
 - (3) Entrance/exit doors and casings, inside and outside.
 - (4) All windows on inside of building/offices and outside of main entrances.
- c. Empty all wastebaskets, paper shredders and patio trashcans.
- d. Replace wastebasket liners and trashcan liners, inside and outside.
- e. Damp mop tile/concrete/terrazzo floors.
- f. Dust all horizontal surfaces, file cabinets, lockers, decks, (including all other furniture).
- g. Sweep all outside entrances and patio.
- h. Clean exercise equipment, sweep treadmill and base on exercise chairs.

B. Weekly Services (all locations)

1. Dust the following:

- a. Windows sills and blinds.
- b. Ventilation and air conditioning return vents.

2. Clean the following:

- a. Telephones.
- b. Switch plates.
- c. Bathroom wall tiles.
- d. Interior doors and casings.
- e. Office equipment and machines (except computer keyboards and mouse devices).
- f. Spot clean carpets.
- g. Clean and disinfect all trashcans, inside and outside.

C. Monthly Services

1. Spray buff tile floors.
2. Wash windows on outside of building — remove all cobwebs.
3. Wipe down picnic tables and concrete porch — outside patio area.

D. Semiannual Services

1. Strip and refinish all vinyl flooring.
2. Clean all carpet

F. General

1. All services will be completed after 10:00 p.m. and before 7:00 a.m.
2. Must supply trash bags and cleaning supplies.
3. Provide a detailed cleaning checklist for daily, weekly, monthly and semi-annual tasks.

CITY OF GULFPORT, FLORIDA
QUOTE FORM

The undersigned hereby offers to furnish JANITORIAL SERVICES in the following City of Gulfport buildings: 1) City Hall Building, 2401 53rd Street South; 2) Public Services Building, 2330 53rd Street South; 3) Recreation Center, 5730 Shore Blvd. South; 4) Beach Bathrooms on Shore Boulevard South (5) Casino Exterior Bathrooms, 5500 Shore Boulevard South (6) Dog Park Bathrooms, 2726 54th Street South, Library, 5501 28th Avenue South, (7) Gulfport Neighborhood Center, 1617 49th Street South and (8) Gulfport Senior Center, 5501 27th Avenue South in accordance with the attached specifications at the monthly rates shown below.

The undersigned has attended the pre-bid mandatory walk-through, inspected the premises of City Hall, Public Services, Recreation Center, Beach Bathrooms, Casino Bathrooms, Dog Park Bathrooms, Library, Gulfport Neighborhood Center and Senior Center buildings, and satisfied him/herself as to the scope and level of services to be provided.

PRICE PER MONTH

City Hall and Public Services Buildings _____

Recreation Center _____

**Beach, Casino Exterior Bathrooms
and the Dog Park Bathrooms** _____

Gulfport Library _____

Gulfport Neighborhood Center _____

Gulfport Senior Center _____

TOTAL MONTHLY COST ALL BUILDINGS _____

PROPOSAL SIGNATURE FORM

Bid # 2016-07

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. If the firm is selected by the City, the undersigned certifies that he/she will in good faith establish an agreement to provide Janitorial Services according to requirements of this Request for Proposal.

Submitted on _____

By: _____
(Corporation Name)

(State of Incorporation) _____

By: _____

(Name and title of person
Authorized to sign) _____

Attest: _____
(Corporate Secretary)

Business address: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email: _____

**CITY OF GULFPORT, FLORIDA
REFERENCE INFORMATION
FOR JANITORIAL SERVICES**

Organization _____
Contact Person _____
Address _____
City _____ **State** _____ **Zip** _____
Phone Number (_____) _____
Project Cost _____ **Date Performed** _____

Organization _____
Contact Person _____
Address _____
City _____ **State** _____ **Zip** _____
Phone Number (_____) _____
Project Cost _____ **Date Performed** _____

Organization _____
Contact Person _____
Address _____
City _____ **State** _____ **Zip** _____
Phone Number (_____) _____
Project Cost _____ **Date Performed** _____

Organization _____
Contact Person _____
Address _____
City _____ **State** _____ **Zip** _____
Phone Number (_____) _____
Project Cost _____ **Date Performed** _____

Representative Typed Name/Title _____

Representative's Signature _____

Firm _____

**CITY OF GULFPORT
SERVICE AGREEMENT**

THIS AGREEMENT is hereby executed this _____ day of _____, 2016 between the CITY OF GULFPORT, FLORIDA (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"), as follows:

WHEREAS, City is desirous of purchasing from Contractor the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same: and

WHEREAS, This agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. For each task of the Janitorial Services Bid #2016-07, the City of Gulfport shall provide to the Contractor a written detailed description of the services to be performed together with time and cost limitations, if appropriate. The fully executed task order shall constitute authorization for the Contractor to proceed for services defined by said task order, unless otherwise set forth therein. A purchase order issued by the City of Gulfport shall also constitute authorization for the Contractor to proceed. All terms, conditions and specifications included in Bid #2016-07 are incorporated by reference into this agreement.

Work authorized by purchase order shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) total. The purchase order shall reference this agreement. The purchase order shall become a supplement to and part of this agreement. In the event of any conflict, the provisions of this agreement will control, over the conflicting provision of the purchase order, invoice, or other form.

Work having a cost of over Twenty Thousand and 00/100 Dollars (\$20,000.00) requires approval by the City Council and must be authorized by the City pursuant to a task order. Each task order shall be numbered consecutively and shall reference this agreement. In the event of any conflict, the provisions of this agreement will control, over the conflicting provision of a task order, purchase order, invoice, or other form. Each task order, after execution by both parties to this agreement, shall become a supplement to and be incorporated into this agreement. The City of Gulfport specifically reserves the right to determine whether a specific task order is within the scope of work to be provided by the Contractor.

3. The City of Gulfport must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Gulfport or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work or direct omission of work previously ordered, or changes in time of performance.

4. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless and defend the City, its council members, mayor, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage, including loss of use, caused by the negligent or deliberate act or omission of the Contractor, its agent, officers, contractors or employees or anyone else for whose acts the Contractor may be liable, or arising out of the execution, performance, nonperformance or enforcement of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The City shall have the right, as its option, to participate in the defense of any suit, without relieving Contractor of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Moreover, nothing in this Agreement shall be construed as waiving the City's rights of sovereign immunity under Section 768.28, Florida Statutes.

5. The City of Gulfport shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Gulfport at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Gulfport and such Certificate shall clearly state all the coverage required in this Article;
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Gulfport or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Article.

6. The Contractor shall take out and maintain, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this Agreement. In case any class of work conducted under this Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the City of Gulfport, for the protection of employees not otherwise protected.

7. The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect the City of Gulfport from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum coverage is \$300,000.
 - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage, theft, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability:
 - Minimum coverage is \$100,000.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

8. Based upon Applications for Payment submitted to the City the Contractor, the City shall make progress payments on account of the task order or purchase order to the Contractor as provided below.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the City not later than the 15th day of the month, the City shall make payment to the Contractor not later than the last day of the month. If a valid Application for Payment is received by the City after the Application date fixed above, payment shall be made 15 days after the City received the Application for Payment.

Each Application for Payment shall be based upon the Pricing Form submitted by the Contractor in accordance with the bid proposal.

9. This agreement is for two-year period from the date of execution and may be renewed for additional annual periods with the consent of both parties.

10. The City of Gulfport or the Contractor may terminate this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate. In the

event the agreement is terminated by the City of Gulfport for reasons unrelated to the quality of work provided by the Contractor, the City of Gulfport shall forthwith pay the Contractor in full for all work previously authorized and actually performed prior to the Notice of Termination. This payment shall be the sole financial obligation or responsibility of the City of Gulfport for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination is given by either party as set forth above.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of its rights or duties under this agreement without the express prior written consent of the other party. Any action to enforce this Agreement shall be brought in Pinellas County, Florida. The parties waive trial by jury and federal jurisdiction based upon diversity. The prevailing party in any legal action shall be entitled to recover its court costs incurred therein.

12. This document embodies the whole agreement of the parties. There are no promises, terms, conditions, or agreements other than those contained herein, and this document shall supersede all previous communications, representations, and agreements, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties.

13. Contractor acknowledges that CITY is subject to the laws of this state concerning public records. Contractor shall make its records available to the extent required by the public records laws.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

OWNER: City of Gulfport, Florida Reviewed for Legal Form and Content by:

By:

James E. O'Reilly, as City Manager

Andrew Salzman, City Attorney

ATTEST:

Lesly DeMuth, City Clerk

CONTRACTOR:

WITNESS:

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

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 submitting sworn statement)

whose business address is

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

(If the entity has no 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 an 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 or 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 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:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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 for 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.
 - c. 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 binding contract and which bids or applies to bid on contracts 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.

d. 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. **(attach 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 HIS FORM IS VALID THOROUGH 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 _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)