

**CITY OF
INDIAN ROCKS BEACH, FLORIDA
REQUEST FOR BID**

Public Works Department (727) 595-6889

**CITY OF
INDIAN ROCKS BEACH, FLORIDA
REQUEST FOR BID**

Bid #: P.W.D. – 2022-01

Date: **August 1, 2022**

Competitive sealed bids will be accepted by the City of Indian Rocks Beach, Indian Rocks Beach City Hall, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, 33785, until 2:00 P.M., local time, August 29, 2022, at which time all bids received shall be publicly opened and read aloud in the City Hall Conference Room, Indian Rocks Beach City Hall, for furnishing necessary labor, materials, incidental items, and equipment for the **CITY OF INDIAN ROCKS BEACH: BID # P.W.D. – 2022-01 - JANITORIAL SERVICES**. Sealed Bids must be submitted on proposal forms as provided (or exact copies thereof) marked **CITY OF INDIAN ROCKS BEACH: BID # P.W.D. – 2022-01 – JANITORIAL SERVICES**.

Bids may be withdrawn prior to the date of opening, but no proposal may be withdrawn for a period of ninety (90) days after the date of the opening of bids. Bids must conform to the Specifications and Instructions to Bidders. Any deviation from the specifications must be shown.

“The City reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the City. This request for bids and all bids submitted are subject to the City ordinances.”

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 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.

Questions regarding the bid may be answered by calling Dean A. Scharmen, Public Works Director at (727)595-6889.

If you are interested in bidding, please complete the Request for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

Please indicate Bid number and “Sealed Bid” on your response.

**CITY OF INDIAN ROCKS BEACH, FLORIDA
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**CITY OF INDIAN ROCKS BEACH, FLORIDA
INSTRUCTIONS TO BIDDERS**

1. Scope

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$5,000 or more.

2. Definitions (as used herein)

- a. The term "Request For Bid" means a solicitation of formal sealed bids. The acronym "RFB" means Request For Bid.
- b. The term "bid" means the offer as a price by the bidder.
- c. The term "bidder" means the offerer.
- d. The term "Change Order" means a written order signed by the City Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the RFB.
- e. The term "City" means the City of Indian Rocks Beach, Florida.
- f. The term "City Commission" means the governing body of the City of Indian Rocks Beach, Florida

3. Preparation of Bids

- a. Bidders are expected to examine the specifications, drawings, 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 or the compensation to the vendor.
- b. The apparent silence of any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
- c. Bids shall be submitted on the Bid Form furnished with the specifications, other forms may be rejected. Unless otherwise stated within the specifications, **responses to the RFB should be submitted in DUPLICATE** for bid evaluation purposes.
- d. Each bidder shall furnish the information required by the RFB. The bidder shall sign the RFB and print or type his name, address, and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.
- e. Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. 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.
- f. The bidders must state a definite time for delivery of supplies or performance of services.
- g. Additional or alternate bids, unless specifically requested, will not be accepted.
- h. The bidder should retain a copy of all bid documents for future reference.

- i. All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature.

4. Submission and Receipt of Bids

- a. Bids must be received at or before the specified time of opening as designated in the RFB. 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 envelope shall show the hour and date specified for receipt of bids, the bid number, and the name and address of the bidder.
- c. The City of Indian Rocks Beach 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. Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the City.
- f. Failure to follow these procedures is cause for rejection of bid.
- g. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- h. 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 Indian Rocks Beach.

5. 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.

6. 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 Indian Rocks Beach. The City shall not be responsible for 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 same; however, it shall be the responsibility of each Bidder, prior to submitting the Bid, to contact the City of Indian Rocks Beach at 727/595-6889, to determine if addenda were issued and to make such addenda a part of the Request for Bid.

7. 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 in the RFB. 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.

8. F.O.B. Indian Rocks Beach, Florida

Unless otherwise specified in the RFB, all prices quoted by the bidder must be F.O.B. Indian Rocks Beach, Florida with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of bid.

9. Award

The contract or purchase order shall be awarded by appropriate written notice to the bidder whose bid meets the requirements and criteria set forth in the RFB 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 part of bids, to waive irregularities and technicalities, and to request re-bids on the material described in the RFB.
- k. The City also reserves the right to award the contract on such material as the City deems will best serve its interests.
- l. The City reserves the right to terminate the contract at any time for any reason.

10. Brand Names

If and wherever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other competitors' brands or makes, the phrase OR EQUAL is added. However, if a product other than the specified is bid, it is the bidder's responsibility to identify such product in his bid and he must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the brand being bid is other than specified by the City. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four days after formal request is made.

11. Variations of Specifications

For purposes of bid evaluation, the bidder must indicate any variances from our specifications and/or conditions, no matter how slight. Any deviation from specifications must be explained in complete detail, including any drawings, engineering explanations and effect upon the costs.

If variations are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications.

12. Material Quality

All materials, supplies, or equipment purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours at no charge to the City.

13. Acceptance of Material

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

14. Timely Delivery

Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid form.

15. City Indemnification RE: Patent & Copyright

The Vendor, in accepting this order, agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.

16. 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 of Indian Rocks Beach is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

17. 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.

18. Options

When the City requests bids with options regarding the extent of services to be provided, the City requests that all bidders provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

19. Subcontracting

Where proposers do not have the "in-house" capability to perform work desired, or to provide a product as specified, in the Bid, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform the work or provide the product at the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) should be identified in the bid.

20. Taxes

The City of Indian Rocks Beach is exempt from local, state, federal or transportation taxes, except excise tax on lubricants and batteries in accordance with Chapter 88-393, Laws of Florida, effective October 01, 1988. Exemption certificates will be provided upon request.

21. Manufacturer's Certification

The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

22. Default of Contract

In case of default by the bidder or contractor, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

23. Modification for Changes

No agreement or understanding to modify this RFB 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 Indian Rocks Beach.

24. Order or Precedence

In the event of an inconsistency between provisions of the RFB, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Special provisions;
- (b) Instructions to Bidders and General Instructions;
- (c) Other provisions of the contract, whether incorporated by reference or otherwise; and
- (d) The specifications.

25. Examination of Records

The bidder shall keep adequate records and supporting documentation applicable to the subject matter of this bid to include, but not be limited to, records of costs, time worked, working papers and/or accumulations of data, criteria or standards by which findings or data are measured, and dates/times of pick-up or delivery. Said records and documentation shall be retained by the bidder for a minimum of one (1) year from the date the bid is completed and accepted by the City. If any litigation, claim, or audit is started before the expiration of the one (1) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved. Should any questions arise concerning this bid the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record

retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Bidders shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a bidder who is subject to these requirements shall be subject to these requirements and the bidder is required to so notify any such subcontractor(s).

26. Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any item delivered to the City resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosion, and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances.
- d) The emergency procedure for spills, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding these requirements should be directed Dean A. Scharmen, Public Works Director, (727) 595-6889.

27. 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.

28. Indemnification

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or omissions liability arising out of performance of the agreement/contract, unless such claims are a result of the City's own negligence.

29. Qualification of Bidders

A bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

30. Disqualification of Bidders

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders, and participants in such collusion will not be considered in future proposals for the same work.

31. Licenses and Permits

The Contractor 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 Indian Rocks Beach. 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.

32. Additional Information

Additional information may be obtained from the Public Works Department, (727) 595-6889, or from the individual listed on the RFB cover letter.

**JANITORIAL SERVICES FOR
THE CITY HALL COMPLEX, PWD GARAGE
AND ALL PUBLIC PARK RESTROOMS**

GENERAL CONDITIONS:

SCOPE OF WORK:

The Bidder further declares that he/she has EXAMINED THE SITES of work and informed him/herself fully in regard to all conditions pertaining to the place where the work is to be done. That he/she has examined the plans and specifications for the work and contract documents relative thereto, and has read all provisions furnished prior to the opening of bids. That he/she has satisfied him/herself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Indian Rocks Beach, Florida, in the form of a three (3) year contract specified for JANITORIAL SERVICES in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Indian Rocks Beach, Florida. The areas specified are described in Scope of Work.

The Bidder shall understand this proposal is for a Three (3) year period beginning October 1, 2022, with one (1) - Two (2) year option. The first three years of the contract the bid price is fixed. The City shall have the option to extend the contract for One (1) – Two (2) year period beginning the fourth year, October 1, 2026.

The Bidder further understands that his/her performance record will determine payment and continuance of the contract. The performance record shall be determined by evaluations conducted as often as deemed necessary by the City.

The total price for janitorial services as indicated below shall include all tasks as listed in Scope of Work for all areas as indicated.

NOTE: Extra work may be requested of the contractor by the City that does not require specialized equipment or training. Those tasks shall be estimated and invoiced separately based on the HOURLY or per unit price as provided by the contractor.

The contractor shall be responsible to perform all tasks as listed in SCOPE OF WORK for each area during each visit.

The contractor is expected to be completely knowledgeable in all phases of JANITORIAL MAINTENANCE and shall be held responsible for damage to City property due to negligence or improper technique.

Contractor agrees to furnish all supervision, labor and equipment as required for supplying janitorial service for the City Hall Complex, PWD Garage and all the Public Park Restrooms (PC/IRB Beach Access, Kolb, Nature Preserve and Museum).

ENTRANCE DOORS:

All entrance doors to be cleaned free of fingerprints and debris. All mats to be vacuumed and entrance area to be broom swept. Urns to be cleaned of debris.

DESK, CHAIRS AND FILE CABINETS:

Sides of desks (credenzas) will be dusted. Dusting of desks will be kept at a minimum, to protect personal papers. All chairs and filing cabinets will be dusted.

GENERAL DUSTING:

Hand dusting of the following using a treated cloth or in cases where called for, a damp cloth; miscellaneous cabinets, window sills, coat racks, ledges and shelves, telephones and other desk top accouterments. **NOTE** - handling of desk top personal effects such as vases and other decorations are to be held at a minimum.

WALLS:

Wall surfaces around light switches, handrails, door knobs and other heavy traffic areas are to be spot cleaned as needed.

TILE & VINYL FLOORS:

All the floor areas are to be broom swept and wet mopped.

CARPETS:

All carpeted floor areas are to be thoroughly vacuumed in all areas. Accessory tools will be used in hard to reach areas. Operator will exercise care to insure that vacuum does not bump or mar furniture.

This includes the exterior entrance ways (indoor/outdoor carpet).

PICTURES:

All wall hung pictures and other wall adornments are to be dusted and straightened.

WATER FOUNTAINS:

To insure a clean, healthy condition at the water fountains, the dispensing area and bowls are to be washed with a disinfectant solution and dry shined. The sides of the metal housing will be damp wiped to remove streaks.

KITCHEN AREAS:

Clean microwave, stove, refrigerator, sink, counter tops and floors.

CEILING FANS:

Fans will be vacuumed or dusted bi-weekly.

RESTROOM CLEANING

COMMODOES AND URINALS:

Commodes and urinals will be washed and dried inside and out. Seats shall be washed - tops and bottoms. This work will be performed using first a scouring powder, then an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry shined.

WASHBASINS:

Washbasins are to be washed inside and out. Bright metal parts are to be dry shined.

WASTE RECEPTACLES:

All waste receptacles are to be emptied and interiors wiped out. Sanitary napkin waste disposal containers are to be emptied and wiped dry. The contents of these containers will be emptied into a special carry out containers for removal from the premises.

PAPER PRODUCTS:

Bathroom tissue, paper towels, liquid hand soap, plastic liners and sanitary napkin disposal bags will be replenished daily/weekly. CONTRACTOR will be responsible to keep a close inventory of these items. Report when re-supply is needed.

MIRRORS:

Mirrors are to be cleaned and dry shined.

WALLS:

Walls will be spot cleaned to remove water splashes and runs, soap splashes, finger prints and smudges.

FLOORS:

Sweep loose papers and debris, then wet mop floors.

WINDOW CLEANING:

Clean all exterior and interior windows on a quarterly basis and/or upon request.

DETAIL:

1. Any building maintenance or repair problems that the housekeeping employees are aware of will be reported to the owner daily.
2. Professionals approach their business in a neat and orderly fashion. All janitor closets will reflect this professionalism.
3. Cleaning shall be accomplished on a scheduled basis of Five (5) days per week at the City Hall Complex and PWD Garage.
4. Cleaning of all Public Park Restrooms – on a scheduled basis of Seven (7) days per week – (PC/IRB Beach Access, Kolb, Nature Preserve & Museum).
** On Saturday & Sunday at the PC/IRB Beach Access Public Restrooms (2 times per day – AM & PM).

5. All services will be completed outside normal working hours.
6. Contractor will be available for conference with the City Manager or Public Works Director (or his/her representative) during normal working hours upon reasonable notice.
7. Cleaning supplies to be furnished by contractor.
8. Tissue, paper towels, deodorant, hand soap, trashcan liners, etc., to be furnished by City for distribution by contractor.
9. Furniture moved during cleaning will be replaced.
10. Invoicing and payment on a monthly basis; payment is contingent upon satisfactory completion of service.
11. Contract is for three (3) years and the City shall have the option to extend the contract for One (1) – Two (2) period upon mutual agreement by both parties.
12. Include names of supervisor and persons who will be completing work. Include the same information for subcontractors if carpet or windows are not cleaned by in-house personnel. No last minute substitution of personnel will be permitted.

**CITY OF INDIAN ROCKS BEACH, FLORIDA
BID FORM A
FOR
JANITORIAL SERVICES
BID # P.W.D. 2022-01**

The undersigned bidder does hereby agree to furnish the City of Indian Rocks Beach, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated. Undersigned has inspected the premises of all buildings and satisfied him/herself as to the scope and level of services to be provided.

MONTHLY PRICE - CITY HALL COMPLEX AND PWD GARAGE _____

MONTHLY PRICE - PC/IRB PUBLIC RESTROOMS ON WEEKDAY'S _____

MONTHLY PRICE - PC/IRB PUBLIC RESTROOMS ON WEEKEND'S (2X PER DAY) _____

MONTHLY PRICE - KOLB PARK PUBLIC RESTROOMS 7 DAYS PER WEEK _____

MONTHLY PRICE - NATURE PRESERVE PUBLIC RESTROOMS 7 DAYS PER WEEK _____

MONTHLY PRICE - MUSEUM PUBLIC RESTROOMS 7 DAYS PER WEEK _____

TOTAL MONTHLY PRICE _____

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

Typed Name and Title _____

Signature _____

Firm _____

Address _____

Telephone Number _____

After-hours Telephone Number _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
BID FORM B
“DEDUCTIVE ALTERNATE - PRICE PER DAY”
FOR
JANITORIAL SERVICES
BID # P.W.D. 2022-01**

The undersigned bidder does hereby agree to furnish the City of Indian Rocks Beach, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated. Undersigned has inspected the premises of all buildings and satisfied him/herself as to the scope and level of services to be provided.

“Contractor” agrees to reduce the monthly cost by the following amount listed in the “Deductive Alternate - Price Per Day” should the City desire to reduce service levels to less than Five (5) days per week.

“DEDUCTIVE ALTERNATE - PRICE PER DAY” _____

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

Typed Name and Title _____

Signature _____

Firm _____

Address _____

Telephone Number _____

Date _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
REFERENCE INFORMATION
FOR
JANITORIAL SERVICES
BID # P.W.D. 2022-01**

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 Signature _____
Firm _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
STATEMENT OF NO BID
FOR
JANITORIAL SERVICES
BID # P.W.D. 2022-01**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF INDIAN ROCKS BEACH, OFFICE OF THE CITY CLERK, 1507 BAY PALM BOULEVARD, INDIAN ROCKS BEACH, FLORIDA 33785.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- _____ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- _____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- _____ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF INDIAN ROCKS BEACH FOR FUTURE PROJECTS.

Typed Name and Title _____
Company name _____
Address _____
Signature _____

**CITY OF INDIAN ROCKS BEACH, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
FOR JANITORIAL SERVICES
BID # P.W.D. 2022-01**

Items marked "X" must be provided

| | | | |
|--------------|---|-------------------------|--|
| <u> X </u> | <u>General Liability</u> | | Minimum Limits Required |
| | <u> X </u> Commercial General Liability | \$ <u> 2,000,000 </u> | General Aggregate |
| | <u> X </u> Occurrence Form | \$ <u> 2,000,000 </u> | Product/Completed Operations Aggregate |
| | _____ | \$ <u> 2,000,000 </u> | Personal & Advertising Injury |
| | _____ | \$ <u> 2,000,000 </u> | Each Occurrence |
| | | \$ _____ | _____ |
| <u> X </u> | <u>Automobile Liability</u> | | |
| | <u> X </u> Owned, Hired & Non-Owned | \$ <u> 1,000,000 </u> | Combined Single Limit Per Occurrence |
| <u> X </u> | <u>Worker's Compensation and Employer's Liability</u> | | <u>Statutory</u> |
| | | \$ <u> 1,000,000 </u> | Each Accident |
| | | \$ <u> 1,000,000 </u> | Disease - Policy Limit |
| | | \$ <u> 1,000,000 </u> | Disease - Each Employee |
| | <u>Professional Liability Errors and Omissions</u> | | <u>(*To be Completed by Bidder)</u> |
| | *Deductible: \$ _____ | \$ _____ | Aggregate |
| | *Claims Made (Y/N) _____ | \$ _____ | Each Claim |
| | *Occurrence (Y/N) _____ | | |
| | *Defense included in Limits (Y/N) _____ | | |
| | <u>Builder's Risk/Installation Floater</u> | | <u>(*To be Completed by Bidder)</u> |
| | *Flood Included \$ _____ Limit | \$ _____ | 100% of Completed or |
| | *Transportation Included \$ _____ Limit | | Installed Value, All Risk Form |
| | *Storage Included \$ _____ Limit | | |
| | City must be a named insured. Copy of Policy will be Required. | | |
| | <u>Other</u> | | |
| | _____ | \$ _____ | |
| | _____ | \$ _____ | |
| <u> X </u> | The Certificate of Insurance must show "The City of Indian Rocks Beach, elected officials and employees" as an additional insured. | | |
| <u> X </u> | Certificates must give to the City of Indian Rocks Beach 30 days' prior written notice of cancellation, non-renewal, or adverse change. | | |
| <u> X </u> | Certificates must identify bid number and bid title. | | |

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A completed copy of this form with original signature must accompany bid.

JANITORIAL SERVICES AGREEMENT

This agreement is made and entered into by and between the City of Indian Rocks Beach, Florida, hereinafter designated as the "City" and _____ of _____ hereinafter designated as the "Contractor".

WITNESSETH that for and in consideration of the premises and the mutual agreement of the parties hereto, the Contractor agrees to complete a program of mowing and related services as designated by the City in **JANITORIAL SERVICES - BID # P.W.D. 2022-01** and the City agrees to pay for the same, all subject to the following terms and conditions:

1. Provision of Labor, Tools and Equipment. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the program of Janitorial Services as designated by the City.
2. Observance of Laws and Ordinances. The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees and give all notices necessary and incidental to the Janitorial Services Agreement. Disposal fees are the Contractor's responsibility.
3. Payments to Other Parties. The Contractor shall not obligate the City to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the City without prior written approval of the City Manager or his authorized representative.
4. Description of Work. The Contractor agrees to: See Scope of Work.
5. Work Schedule. The work performed by the Contractor as described in this Agreement shall begin at the City's request.
6. Hours of Work. The Contractor may perform the work five days of the week after normal operating hours. Additional hours may be agreed upon by the Contractor and the Public Works Director. Contractor must be able to work around scheduled events at City facilities.
7. Equipment. The Contractor is responsible for providing, maintaining and transporting all necessary equipment for its use, in connection with the program of Janitorial Maintenance described in the Agreement. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
8. Personnel. The Contractor's personnel shall, at all times, present a neat appearance and all work shall be performed and all complaints handled with due regard to the City public relations and in the best interest of the City of Indian Rocks Beach. The City and the Contractor will each be promptly notified by the other of any complaints received from anyone. The Contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City Manager, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employment. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended and changed from time to time. The Contractor shall provide a statement that their firm is an Equal Opportunity Employer and complies with all Federal and State laws including the Americans with Disabilities Act.
9. Supervision, Consultation and Reporting. It is agreed that the City Manager or his authorized representative and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized municipal representative will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the review and

City. Additionally, the City may pursue damages including all costs and attorney's fees for termination of this agreement and cost for performing the work by the City.

14. City Funding Provision. The funding necessary to discharge the ongoing financial obligations of the City under this Agreement shall be limited to each individual fiscal year, subject to the City approved budget appropriation. This Agreement does not obligate the taxing power of the full faith and credit of the City. In the event the City does not appropriate the funding necessary to fund this Agreement in any future fiscal year budget, the financial obligation of the City shall cease at the end of the last fiscal year budgeted appropriation without any penalty or entitlement to the contractor.
15. Term of Agreement. This Agreement shall become effective upon signing and shall remain in effect for thirty-six (36) months and may be extended for additional annual periods with the mutual agreement of both parties. This agreement is conditional upon annual budget funding.
16. Probation. The Contractor is on probation for the thirty (30) days, at which time a review of the Agreement and Contractor's service will be held. If the Contractor's performance has been satisfactory, the contract shall continue. If the contractor's performance is unsatisfactory, as determined solely by the City, the contract shall terminate with twenty-four (24) hours notice.
17. Termination. The City may terminate the contract for any reason or no reason within thirty days written notice.
18. Renewal. This contract may be extended quarterly/annually by written mutual agreement.
19. Amendment. This contract may be amended from time by mutual agreement of both parties.
20. Compliance with State and Federal Laws. The Contractor agrees to provide the City with a statement that the Contractor agrees to comply with all State and Federal Laws during this contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year aforementioned.

CITY OF INDIAN ROCKS BEACH, FLORIDA

ATTEST:

BY: _____
Brently Gregg Mims, City Manager

Deanne Bulino O'Reilly, MMC, City Clerk

Approved as to Form:

Randy D. Mora, Esq., B.C.S., City Attorney

(City Seal)

CONTRACTOR:

WITNESS:

BY: _____

(Address)

(Address)