

City of North Port



REQUEST FOR BID NO. 2022-16 ***JANITORIAL SERVICES FOR THE CITY OF NORTH PORT***



CITY OF NORTH PORT
Finance Department/Purchasing Division
4970 City Hall Boulevard
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

Notice is hereby given that the City of North Port will receive sealed bids from legal entities authorized to do business in Florida for:

**REQUEST FOR BID 2022-16
JANITORIAL SERVICES FOR THE CITY OF NORTH PORT**

It is the intent of the City of North Port to select one or more experienced and qualified Contractor(s) capable of providing janitorial services as described herein for various City Facilities.

**MANDATORY PRE-BID MEETING DATE: April 12, 2022 AT 9:00 A.M.,
CITY HALL, 4970 CITY HALL BOULEVARD, SUITE 337, NORTH PORT FLORIDA 34286
FOLLOWED BY SITE VISIT**

**IN ORDER TO SUBMIT A BID, BIDDERS MUST ATTEND THIS MEETING.
(DUE TO TIME CONSTRAINTS AND SECURITY, THIS PRE-BID MEETING WILL BE THE ONLY TIME THAT BIDDERS
WILL BE ALLOWED TO VISIT CITY FACILITIES)**

**BID OPENING: MAY 2, 2022 AT 2:00 PM
4970 CITY HALL BOULEVARD, SUITE 337A, NORTH PORT, FLORIDA**

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED
IN SUITE 337A****

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <https://www.cityofnorthport.com/filesshare> (go to the drop down box, select Purchasing and scroll to Project RFB No. 2022-16; however, the only place to obtain addenda is on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Geoff Thomas, Contract Administrator, at 941.429.7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **APRIL 22, 2022 at 2:00 PM**.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: MARCH 31, 2022
www.cityofnorthport.com
www.demandstar.com

TABLE OF CONTENTS

Legal Notice 2

Non-Submittal Response Page 4

SECTION I: Instruction to Bidders 5

SECTION II: Special Provisions 18

SECTION III: Insurance 42

SECTION IV: Bid Form and Required Forms 45

CALENDAR OF EVENTS / BID TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
ISSUE BID	March 31, 2022
On site Mandatory Pre-Bid Meeting (<u>only opportunity for a supervised site visit</u>)	April 12, 2022 @ 9:00 AM
Last Day for Questions	April 22, 2022
Bids Due	May 2, 2022 @2:00 PM
Anticipated City Commission Approval	JUNE 21, 2022

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We the undersigned have declined to submit a bid on the requested Request for Bid **2016-22 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT** for the following reason(s):

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent of the City to award this Contract to the lowest and most qualified responsive, responsible bidder(s), qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS/SITE: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Department to determine if addenda were issued.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Contractor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing Division, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested bidders are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City's Purchasing Division Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name and the total bid price of each bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder(s), unless other criteria are specified in the request for bids, who fulfills all criteria and specifications with consideration to favorable references, qualifications, local preference, and whose evaluation by the City indicates that the award will be in the best interest of the City.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

Award is subject to approval of City's budget.

5. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period and shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Special Provisions and Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

8. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to Contractor for items Contractor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the Contractor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the Contractor, continue until completion without change to the then current prices, terms and conditions.

10. CONTRACT EXTENSION: The City has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the City will notify the Contractor in writing of such extension. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the Contractor. Exercise of the above options requires the prior approval of the City Manager.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Termination With or Without Cause: The City Manager or his designee shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

Termination by Contractor: Contractor shall have the right to terminate services only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

12. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

13. RULES, REGULATIONS AND LICENSES: The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply. Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of City of North Port and Sarasota County will apply to any resulting contract.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services contained herein which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

14. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

15. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder

16. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

17. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

18. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this

advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

19. NON-DISCRIMINATION: The City of North Port do not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.**

6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

22. GOVERNING LAW, VENUE AND SERVABILITY: The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in

connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

23. SUBCONTRACTING: Unless otherwise specified in this solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

24. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

25. SUCCESSORS AND ASSIGNS: The Contractor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

26. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the Contractor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the Contractor by the City upon request.

~~**29. PERFORMANCE/PAYMENT BOND:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code. Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.~~

~~In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.~~

~~Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. **A Payment and Performance Bond is not required for this work.**~~

30. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

31. FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package and any addenda furnished by the City and Purchase Order, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

32. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record. During the term of the Contract, the City may evaluate the successful bidder's performance and shall use the "Performance Evaluation" form included herein.

33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

34. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Contractor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

35. AUDIT: City shall have the right to audit Contractor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

36. UNAUTHORIZED ALIEN CLAUSE: The City of North Port will not intentionally award publicly funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the City.

37. PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

38. LOCAL PREFERENCE: Bidder may claim the Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

"**Local business**" means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

"**North Port local business**" means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the city, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business bidders within two and one half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

39. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

~~**40. DBE Contract Assurance (IF APPLICABLE):** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.~~

~~**41. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT:** Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment. Not Applicable to this Request for Bid.~~

42. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

43. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

44. SCRUTINIZED COMPANIES: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

The City shall supply the certification form to be completed and submitted with the Bid. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

45. EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

46. E- VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

47. ATTORNEY'S FEES: In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

48. PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually after the first full year of the initial term is completed. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year renewal term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of April, Producer Price Index (PPI) Industry Series or any other indices (CPI) recognized for janitorial services as listed on the bid form.

Under extraordinary market/economic conditions, price adjustments may be considered outside the aforementioned parameters of initial and renewal terms. Price adjustment requests must be presented to the city for consideration with detailed backup documentation supporting the request.

City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the city may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no

way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

END OF SECTION I

SECTION II

SPECIAL PROVISIONS

SP-01 INTENT/TERM AND FORM OF CONTRACT: It is the intent of the City of North Port to secure the services of one or more experienced and qualified Contractor(s) capable of providing janitorial services at various City facilities. The City has a high expectation level for services to be provided.

Therefore, this is a PERFORMANCE BASED Contract and the City will pay for ONLY the actual services performed in accordance with the requirements of this solicitation. This solicitation includes a liquidated damages program for services not performed in accordance with this Contract, or in an inconsistent or unacceptable manner.

The term of this Contract shall be from the date of award through and including June 21, 2024, the "initial term". This Contract may be extended for two (2) additional one (1) year periods, by mutual agreement and within budgetary limitations, at the same terms and conditions. Continuance of the services for subsequent years after the initial term shall be at the sole discretion of the City. Authorize the City Manager to approve all future renewals.

SP-02 FORM OF CONTRACT (UNLESS YOU ARE ADDING A CONTRACT AND SENDING TO LEGAL???)

SP-02 GENERAL:

- A.** The scope of work contained herein is a general guide to the work the City expects to be performed by the Contractor and is not a complete listing of all services that may be required or desired. Contractor shall complete services consisting of, but not limited to, cleaning services at various locations in the City.
- Bidder shall furnish all labor, supervision, required materials, resources and equipment to complete the various tasks required, unless otherwise stipulated herein.
 - The City is stating a minimum number of personnel to be provided to properly service each facility. Failure to maintain the stated staffing level shall result in cancellation of the Contract.
 - Services/tasks to be performed and assigned schedules by each facility are defined in below. The Contractor shall adhere to the services/tasks and schedule. Failure to perform shall result in the City invoking liquidated damages and repetitive failures to perform shall subject the Contractor to be found in default of the Contract.
 - The vendor shall reasonably cooperate with the incumbent vendor during an initial transition period no longer than 30 days. During the transition period the awarded vendor needs to promptly absorb all the janitorial services outlined in RFB 2022-16 Janitorial Services for the City of North Port.
 - Additions or Deletions - City shall retain the right to add or delete any bid item in this contract if it deems same to be in its best interest. Said deletion shall relieve the Contractor of the responsibility of performing the work, by virtue of definition herein, for items deleted. Payment fees shall be adjusted accordingly.

- Disaster Planning and Readiness: Contractor to have a plan to respond to emergency service needs which includes but not limited to natural disasters or extreme vandalism of biomaterial and a plan to clean when deemed necessary and or asked for. During a Natural Disaster Event or man-made event, it will be necessary to work with the City or its designee to create a schedule needed for cleaning of buildings assigned using the scoped criteria set herein only when it is safe to do so, meaning directly before and directly after the natural disaster.

B. The cleaning services for the locations listed herein shall be of the highest quality and shall provide a clean workplace. The services shall include, but not be limited to, the following:

- Daily floor cleaning
- Daily carpet vacuuming
- Daily carpet spot cleaning of stains
- Daily garbage/trash removal
- Daily recycling removal from designated labeled locations only (not individual stations or offices)
- Daily glass door cleaning
- Daily dusting and cleaning of surfaces and handrails
- Daily stairwell mopping and handrail cleaning
- Daily interior and exterior elevator cleaning
- Daily cobweb removal
- Daily restroom cleaning, including but not limited to, mopping, disinfecting floors/surfaces/fixtures/showers/waste receptacles/diaper changing stations, clean mirrors, and re-supplying all paper products, soap, and air freshener replacement cartridges.
- Daily kitchen cleaning, including, but not limited to, mopping or vacuuming, disinfecting floors/surfaces/fixtures/waste receptacles and re-supplying all paper towels and soap.
- Daily cleaning of all exterior smoking areas including, but not limited to, tables and/or chairs, ashtrays and waste receptacles.
- Weekly cleaning of scuff marks from doors, floors, and main stairwell
- Monthly cleaning of window blinds and sills
- Remove scuff marks from baseboards and spot cleaning.
- Quarterly dusting of all HVAC vents
- Six (6) times per year front window cleaning, and semi-annual window cleaning of the balance of the windows at the Morgan Family Community Center
- Provide additional services listed on a cost per square foot basis upon request

The terms "clean", "cleaned" and "cleaning" as it is used in these specifications shall mean free from soil, and to the satisfaction of the City's Operations and Maintenance Manager or designee. It is intended that all equipment and building surfaces shall be cleaned in areas specified, whether mentioned or not.

SP-03 SERVICE SCHEDULING:

- A schedule detailing the weekly timing of cleaning per location shall be mutually agreed upon with the City prior to the commencement of the work.
- The City designee shall be informed twenty-four hours in advance about any deviations or changes to the agreed schedule.
- City Holiday list will be provided to the awarded contractor on an annual basis: 2022 Holidays observed by the City for these facilities: New Year's Day, Martin Luther King Jr., President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day.

- The last Friday of October, due to the Halloween festivities at City Hall, cleaning will need to be after 10pm that Friday night or done on Saturday morning.
- The City Poinsettia Festival, typically the 2nd Saturday in December, will require one additional cleaning at 10pm that evening.
- The general cleaning of the buildings shall be performed as identified above, in the case of City holidays, cleaning will be accomplished on the last workday prior to the holiday, unless other instructions have been given prior to an event. Contractor **must** verify holiday openings and/or schedules for each building.
- In the event some scheduled work or meeting activity in the building interferes with the normal scheduled cleaning of areas, the cleaning schedule shall be rearranged to complete cleaning after such activity is over. Examples of these events include but are not limited to Commission/Board Meetings, Group Meetings or Activities.

SP-04 STANDARD WORK REQUIREMENTS: The following Standard Work Requirements are intended to serve as a guideline and apply to all bid items, except individual bid items requiring deviations. Such deviations are noted and stated herein. The successful Contractor shall perform all work to the complete satisfaction of the City.

- A. SUPERVISION:** All Contractor's personnel shall be supervised by the Contractor at all times to assure quality of work required herein.
- a. Contractor's personnel shall only smoke in designated areas.
- B. CLEANING TOOLS AND SUPPLIES:**
- i) All cleaning supplies and equipment, inclusive of work tools, will be maintained in a neat, clean manner (mops to be thoroughly cleaned on a daily basis) and placed in assigned closets. No additional items (ie: debris) to be left in the assigned closets.
 - ii) Contractor shall furnish and store all tools (i.e. brooms, vacuums, mops, bucket) required to perform services within the assigned closet in each building. Contractor to supply and use dual compartment mop buckets and use a pH neutral floor cleaner for all hard flooring.
 - iii) Contractors are to include the cost of all chemical/cleaning supplies, cleaning equipment/tools, plastic trash can liners and urinal blocks in their monthly cleaning rates by facility. The City shall furnish; paper towels, toilet paper, hand soaps, and sanitary receptacle liners only.
 - iv) Contractor shall use HEPA filtered vacuums with a minimum efficiency rating of 99.97% at .3 microns. This equipment SHALL BE in the Contractor's possession prior to the start of this contract.
 - (1) Contractor shall be responsible to ensure that the filters are changed in accordance with the manufacturer's recommendation. The City reserves the right to cancel this Contract in its entirety should the Contractor fail to adhere to the requirements of this Contract.
 - v) The Contractor shall submit all cleaning supplies and material changes to the City's Contract Administrator within three (3) business days prior to the change date. This submittal must include Material Safety Data sheets (MSDS), as applicable. The Contractor shall furnish all MSDS to the City, and shall furnish and maintain a current MSDS notebook in a designated janitorial closet in each City facility in which it provides services under this Contract.
 - vi) Contractor shall use free-standing "Wet Floor" signs when servicing the floors with wet products.

vii) **Any and all cleaning products used in the performance of the services listed herein shall be “Green Seal Certified”. Such certification shall be legibly printed on all containers.** Any deviations must be pre-approved by the City’s Facility Maintenance Representative.

viii) Cleaning supplies furnished by the City are assigned to specific facilities. The Contractor shall store all required supplies at the issued facility. In the event a facility does not have adequate secured storage space the Contractor shall mark the supplies with the issued facility ID.

C. SECURITY - KEYS - Due to the nature of business conducted in City facilities, security of the premises, items, and equipment contained therein shall receive special consideration.

i) Contractor shall have one or more qualified supervisor(s) performing inspections on all City facilities as services have been performed.

ii) Keys will be furnished as required for each building to the supervisor, who shall be responsible for them. The keys will not be distributed or relinquished to any other personnel outside of crew assigned. If Contractor loses any keys, Contractor shall be responsible for all costs associated with changing the locking mechanism(s) and keys. In the event the lost key is associated with multiple facilities, the Contractor shall be responsible for all costs associated with changing the locking mechanism(s) and keys for all facilities affected.

iii) The Contractor and/or the on-site supervisor shall not be responsible for the security of any building during times when the building is open for meetings, City employees working overtime during the cleaning operations, or the actions of any authorized City personnel on the premises during normal off-duty hours.

iv) A factor of considerable security shall be afforded to any office equipment and especially any computer or associated peripheral equipment.

D. EMERGENCY OPERATIONS SERVICES

i) The Contractor may be required to furnish one or more employees to provide janitorial services in the event of an emergency event. The schedule and time for services shall be dependent upon the needs of the City. All services provided pursuant to an emergency event shall be mutually agreed upon by the Contractor and the City.

E. GENERAL SPECIFICATIONS

i) The requirements specified within this section describe the types of cleaning to be performed in accordance with the schedule. All cleaning will be performed at the hours indicated in the scope of work. The schedule of cleaning tasks is listed as daily, weekly, monthly, quarterly and semi-annually.

ii) Contractor shall be responsible for shutting all interior lights off when tasks are completed unless otherwise specified. Night and safety lights are to be operated as instructed by the City. All doors shall be locked and secured. Contractor shall immediately notify the City Representative should any door malfunction, not close, and/or not lock.

iii) Any malfunctioning equipment or damage is to be reported within twenty-four hours to the City’s designee by email and/or telephone.

iv) Contractor’s Employees shall report all incidents or concerns to their Supervisor. The Supervisor shall notify the City Representative by the next business day of non-emergency incidents or concerns. Emergencies shall be reported to the Property Maintenance Manager or designee immediately. City emergency numbers shall be provided to the Contractor upon award.

- v) Contractor shall not be required to clean the inside of coffee makers, microwaves, refrigerators, or electric ranges at any City buildings.
- vi) Building maintenance areas and air handler rooms are excluded from this contract.

F. SPECIFICATIONS/DEFINITIONS

- i) CLEAN, CLEANED, CLEANING - Shall mean the use of appropriate cleaners, materials and tools to keep various surfaces free from smudges, soil, dirt, dust, streaks, or any or other foreign matter.
- ii) ASH RECEPTACLES - Cleaning ash receptacles and immediate surrounding area (inside and outside of buildings) - Cigarette butts, matches and other discarded material shall be removed from the receptacles and wiped so that they are free of dust, ashes, odors, tar and streaks.
- iii) DRINKING FOUNTAINS - Cleaning drinking fountains – The porcelain, metal, and stainless-steel surfaces shall be clean, free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
- iv) CLEANING HIGH AREAS - Surfaces (shelves, fans, light fixtures, window sashes, etc) which are 8’ and below shall be clean and free of dust, dirt and spider webs. Where glass is present in entries and doors, both sides (interior and exterior) shall be clean and free of streaks.
- v) CLEANING ENTRY DOORS AND WINDOWS - All windows shall be clean and free of dirt, grime, dust, streaks, water marks and spots and shall not be cloudy. Task of cleaning windows shall include all reveals/window frames which shall be cleaned in the same manner.
- vi) DAMP CLEAN/WIPING - Shall mean the use of appropriate cleaners, materials and water to clean surfaces. The tools utilized shall have the majority of all liquids removed before applying to surface. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from surfaces.
- vii) DAMP CLEAN/WIPING (WALL CERAMIC TILE) - Cleaning and polishing is to be accomplished with a City approved ceramic tile cleaner. Surfaces shall be clean and free of hand marks, smudges, dirt, dust and spots.
- viii) MOPPING – Shall mean the use of appropriate cleaners, materials and water to mop hard surfaces. Mop shall have the majority of all liquids removed before applying to the hard floor surface. Floors shall be free of dirt, streaks, mop strand marks, grease tar and skipped areas. All mop strands, which are left on the floor after mopping, shall be discarded. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. All surfaces shall be dry and corners clean. Contractor shall supply and use dual compartment mop buckets and use a pH neutral floor cleaner for all hard flooring.
- ix) DUST – Removal of all dirt, dust or any other foreign matter utilizing a dry dust rag or other tools. There shall be no dust streaks. Corners, crevices, moldings and edges shall be free of all dust. There shall be no oils, pots or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface. Railings, ledges, grilles, vents, fire apparatus and doors shall be dust-free. All uncovered/available horizontal surfaces shall be free of obvious dust.
- x) FINISHING - Doors, door handles/knobs, walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. All mop strands, which are left on the floor after mopping, shall be discarded. The finished areas shall have a uniform luster.

- xi) GLASS/MIRROR POLISHING - All glass shall be clean and free of dirt, grime, dust, streaks, water marks and spots and shall not be cloudy.
- xii) Metal polishing - Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean and bright and polished to a uniform luster. Bright metal surfaces shall have a polished and lustrous appearance. Stainless steel shall be cleaned and polished with stainless steel cleaner.
- xiii) POLISH – Shall mean utilizing the appropriate materials and tools to clean and shine metals, glass and mirrors.
- xiv) PORCELAIN CLEANING – Fixtures (wash-basins, urinals, toilets, etc.) shall be cleaned and bright; there shall be no dust, spots, stain, rust, green mold, encrustation, etc. Flush valves, toilet/urinal handles, and wash-basin handles/pumps are to be cleaned daily.
- xv) RECYCLING CONTAINERS – Shall be defined as all office recycling receptacles in labeled central locations.
- xvi) REMOVE – Shall mean complete removal of soiled area utilizing appropriate cleaners and materials.
- xvii) SCRUBBING FLOORS – Mechanically scrubbed non-carpeted floor areas. Walls, baseboards and other surfaces shall be free of residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas.
- xviii) SCRUBBING AND BUFFING CERAMIC TILE – Mechanically scrubbed and mechanically buff. Floors shall have a uniform luster. Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas.
- xix) SPOT CLEAN –Areas showing smudges, marks, spots, soil, dirt, spills or any other foreign matter shall be cleaned utilizing appropriate cleaners and materials without causing unsightly discoloration
- xx) SPOT CLEAN (CARPETS) – Areas showing smudges, spills, marks, spots, soil, dirt or any other foreign matter shall be cleaned utilizing appropriate cleaners and materials without causing unsightly discoloration on a daily basis. If unable to successfully treat a stain or spot, contractor shall notify the City designee within twenty-four hours.
- xxi) SPOT CLEAN WALLS - Shall mean the removal of soil and spots from walls with appropriate cleaners and materials.
- xxii)STRIPPING, WAXING, AND BUFFING FOR ALL VINYL, QUARRY AND BRICK FLOORS - All old finish or wax shall be removed mechanically. There shall be no evidence of gum, rust, burns, or scuff marks. There shall be no wax buildup in corners or crevice. Application of appropriate wax or sealer for the floor type and mechanically buff. Floors shall have a uniform luster. Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas.
- xxiii) TOOLS – Shall mean various types of devices, implements, and instruments used for various types of cleaning.
- xxiv) TRASH RECEPTACLES – Shall be defined as all office and designated receptacles capable of holding solid waste.
- xxv) SOLID WASTE AND RECYCLE COLLECTION - All solid wastes and recycling generated in the building shall be collected and removed to storage areas designated for trash and recycling by the City’s designee .

xxvi) VACUUMING OR VACUUM – ALL FLOOR SURFACES AND STAIRS and upholstered furniture shall be free of obvious dirt, dust, paper clips, staples, and other debris. Corners shall be clean and free from dust balls, dirt and other debris. Service shall be performed utilizing a HEPA filtered vacuum only. Stairwells, landings and treads shall be free of loose dirt, dust, streaks, gum or other foreign substances.

xxvii) DUSTING OF BLINDS - Both sides of blind slats shall be clean and free of dust and water spots.

xxviii) WALL WASHING - Wall washing shall remove all soils, grease, and film with appropriate cleaners and materials. It may be done by hand or with a wall washing machine. Restroom walls shall be washed with a disinfectant cleaner.

G. ADDITIONAL CLEANING SERVICES - AS REQUIRED

- a) Steam cleaning and bonnet cleaning of carpet in City offices as requested by the City's Property Maintenance Manager or designee. Pricing for additional cleaning services shall be included in the bid form.
- b) Steam cleaning of furniture and cloth wall partitions in City offices as requested by the City's Property Maintenance Manager or designee. Pricing for steam cleaning services shall be included in the bid form.
- c) Stripping and Waxing of floors as requested by the Property Maintenance Manager or designee. Pricing for stripping and waxing services shall be included in the bid form.
- d) Cleaning of ceramic or porcelain flooring.
- e) Window cleaning.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SP-05 CITY LOCATIONS BY GROUP: All cleaning shall be done by teams (minimum of 2 people per Group (not including the supervisor). Police Department requires a minimum of 4 hours of cleaning per day (2 people/2 hours each).

GROUP # Total Square Feet	BUILDING NAME/FACILITY	ADDRESS
Group # 1 69,858 Sq. Ft.	City Hall	4970 City Hall Blvd: 67,358 Sq. Ft (3 story) Office
	Fire Rescue 81 (Admin Area Only)	4980 City Center Blvd: 2,500+/- (1 story) Office
Group # 2 42,810 Sq. Ft.	Police Station	4980 City Hall Blvd: 30,447 Sq. Ft (2 story) Office
	Police Sub-Station (Annex)	5650 North Port Blvd: 2,240 Sq. Ft. (1 story) Police Department Annex Office ONLY.
	Police Sub-Station	7000 S Tamiami Trail; Public Safety Buidling / FR86 in Wellen Park) 10,123 Sq. Ft
Group # 3 38,467 Sq. Ft.	Family Service Center	6919 Outreach Way: 15,000 sq. ft. (2 story) Office
	Community Education Center – Senior Center	4940 Pan American Blvd: (1 story) Community Center 3,145 sq. ft
	Community Education Center– Salvation Army	4940 Pan American Blvd: (1 story) Community Center 925 sq. ft.
	Utility Administration Building	6644 W. Price Blvd: 4,000 sq. ft. (1 story) Office
	Community Education Center- Peterson Room	4940 Pan American Blvd: (1story) Community Center 2,281 sq. ft.
	Aquatic Center Concession-Shower Building	6205 West Price Blvd 1,947 sq. ft.

RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT

	Aquatic Center Office-Shower Building	6205 West Price Blvd 1,947 sq. ft.
	Aquatic Center Restroom- Filtration Building	6207 West Price Blvd 3,698 sq. ft.
	Park Maitenance Building	5455 Pan American Blvd 5524 sq. ft.
Group # 4 45,500 Sq. Ft.	Morgan Family Community Center	6207 W. Price Blvd: 33,000 sq. ft. (1 story) Offices, meeting rooms, gymnasium with wood floor and fitness center
	George Mullen Community Center	1602 Kramer Way: 12,500 sq. ft. (1 story) Offices, meeting rooms, gymnasium and fitness center
Group # 5 21,002 Sq. Ft.	Public Works & Fleet Administration Building	1100 N. Chamberlain Blvd: 15,500 sq. ft. (1 story) Office
	Public Works Operation Center	1850 W. Price Blvd: 2,730 sq. ft. (1 story) Office
	Public Works Facilities Modular	1930 W. Price Blvd: 972 sq. ft. (1 story) Office
	Solid Waste Operations Modular	1890 W. Price Blvd: 1,800 sq. ft. (1 story) Office

The City reserves the right to add or delete spaces, facilities, and/or services during the contract term. The City's Procurement Division and the Contractor shall negotiate pricing and terms in all instances of adding or modifying services or space of a facility.

SP-06 CLEANING DETAIL AND FREQUENCY BY GROUP:

GROUP #1:	BUILDING NAME/FACILITY	FREQUENCY
	CITY HALL: to be done after working hours beginning at 6:00 pm (regular work week Monday through Friday).	<ul style="list-style-type: none"> • FIVE (5) DAYS PER WEEK
	FIRE RESCUE 81 (ADMIN AREA ONLY): to be done after working hours beginning at 6:00 pm (regular work week Monday through Friday).	

A. *DAILY CLEANING

COMMON AREAS & OFFICES	
1	Hard Surface Flooring to be mopped. Mats are to be vacuumed and then removed for mopping and then replaced after mopped floor dries.
2	All carpets are to be vacuumed.
3	Empty all trash receptacles. Replace liners if ripped, soiled or wet and dispose in exterior dumpster
4	Check all recycling bins in central recycling labeled areas and empty
5	Clean and polish all glass doors, door handles, frames and thresholds inside and out. Remove all dust, smudges and fingerprints from entry doors.
6	Dust and clean all accessible surfaces
7	Wash, clean and disinfect all water fountains with City approved nontoxic cleaning compounds
8	Sweep and mop stair treads & risers/clean side walls at treads. Remove any scuff marks on stairs.
9	Thoroughly wipe and sanitize all handrails
10	Vacuum carpet and spot clean floors as needed inside elevators
11	Clean and polish elevator walls, handrails, interior and exterior doors leaving no streaks or smears.
12	Dust, clean and polish conference tables and other furniture
13	Remove all cobwebs from all walls, ceilings, corners and windows

RESTROOMS	
1	Spot clean walls and tile with disinfectant cleaner to remove all soils, grease and film
2	Disinfect and mop entire floor area
3	Clean and polish all chrome or brass fittings, light switches and all other metal and plastic fittings
4	Clean and disinfect partition locks, spot clean partition walls and doors
5	Clean, disinfect and polish entire toilet/urinal fixtures
6	Clean and polish all mirrors, countertops and enameled surfaces such as sinks
7	Empty, clean and disinfect all waste receptacles, including sanitary receptacles and replace liners.
8	Re-supply toilet paper, soap, hand towels, toilet seat covers, and urinal blocks. Paper towels filled daily.
9	Clean and disinfect showers and lockers if applicable
10	Clean and disinfect diaper changing stations, if applicable
11	Clean and disinfect restroom entry and exit door handles, and entry and exit stall latches
12	Replace air freshener cartridges as applicable

KITCHENS / BREAK ROOMS	
1	Clean and disinfect all exposed countertops, tables, and chairs, straighten tables and chairs
2	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings
3	Disinfect and mop entire floor area, vacuum if applicable
4	Re-supply soap and hand towels
5	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners if ripped, soiled, wet, or missing
6	Clean and polish all doors, glass around doors, door handles, frames and thresholds inside and out

EXTERIOR BUILDING AREAS	
1	Clean and disinfect all exposed table tops and chairs on back patio daily
2	Clean ashtrays and receptacles and report if sand is needed in ash receptacles daily
3	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners

****WEEKLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Remove all scuff marks from doors and floors.

*****MONTHLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Clean all interior windows inside and outside in the first-floor lobby of City Hall (Building, Utilities, Planning & Zoning Departments)
2	Clean all entry windows at City Hall inside and outside
3	Clean all Window Blinds and Sills
4	Remove all scuff marks from baseboards.
5	Spot clean walls as needed

******QUARTERLY CLEANING**

ALL AREAS (COMMON, OFFICES, RESTROOMS, KITCHEN/BREAKROOMS)	
1	Dust all HVAC vents (report any issues to the City)

END OF GROUP 1

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
GO TO NEXT PAGE**

GROUP #2:	BUILDING NAME/FACILITY	FREQUENCY
	<p>POLICE STATION: to be done during working hours 8:00 am to 5:00 pm (regular work week Monday through Friday). Secure area cleaning to be coordinated with Police Department staff.</p>	<ul style="list-style-type: none"> FIVE (5) DAYS PER WEEK (Minimum 4 hours per day)
	<p>POLICE SUB-STATION (ANNEX): to be done during working hours 8:00 am to 5:00 pm (regular work week Monday through Friday).</p>	
	<p>POLICE SUB-STATION : to be done during working hours 8:00 am to 5:00 pm (regular work week Monday through Friday). 7000 S Tamiami Trail; Public Safety Buidling / FR86 in Wellen Park)</p>	<ul style="list-style-type: none"> FIVE (5) DAYS PER WEEK (Minimum 4 hours per day)

***DAILY CLEANING**

COMMON AREAS & OFFICES	
1	Hard Surface Flooring to be mopped. Mats are to be vacuumed and then removed for mopping and then replaced after mopped floor dries.
2	All carpets are to be vacuumed.
3	Empty all trash receptacles. Replace liners if ripped, soiled or wet and dispose in exterior dumpster
4	Recycling: ONLY remove the clear plastic bags of shredded paper and the bottles/cans/plastics
5	Clean and polish all glass doors, door handles, frames and thresholds inside and out. Remove all dust, smudges and fingerprints from entry doors.
6	Dust and clean all accessible surfaces
7	Wash, clean and disinfect all water fountains with City approved nontoxic cleaning compounds
8	Sweep and mop stair treads & risers / clean side walls at treads. Remove any scuff marks on stairs.
9	Thoroughly wipe and sanitize all handrails
10	Vacuum carpet and spot clean floors as needed inside elevators
11	Clean and polish elevator walls, handrails, interior and exterior doors leaving no streaks or smears.
12	Dust, clean and polish conference tables and other furniture
13	Remove all cobwebs from all walls, ceilings, corners and windows
14	Mop flooring in fitness facility and clean all mirrors
RESTROOMS	
1	Spot clean walls and tile with disinfectant cleaner to remove all soils, grease and film
2	Disinfect and mop entire floor area
3	Clean and polish all chrome or brass fittings, light switches and all other metal and plastic fittings
4	Clean and disinfect partition locks, spot clean partition walls and doors
5	Clean, disinfect and polish entire toilet/urinal fixtures
6	Clean and polish all mirrors, countertops and enameled surfaces such as sinks
7	Empty, clean and disinfect all waste receptacles, including sanitary receptacles and replace liners

RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT

8	Re-supply toilet paper, soap, hand towels, toilet seat covers, and urinal blocks. Paper towels filled daily.
9	Clean and disinfect showers and lockers if applicable
10	Clean and disinfect diaper changing stations if applicable
11	Clean and disinfect restroom entry and exit door handles and entry and exit stall latches
12	Replace air freshener cartridges as applicable

KITCHENS / BREAK ROOMS	
1	Clean and disinfect all exposed countertops and tables, straighten tables and chairs
2	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings
3	Disinfect and mop entire floor area, vacuum if applicable
4	Re-supply soap and hand towels
5	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners if ripped, soiled, wet or missing
6	Clean and polish all doors, glass around doors, door handles, frames and thresholds inside and out
EXTERIOR BUILDING AREAS	
1	Clean ashtrays and receptacles and report if sand is needed in ash receptacles
2	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners

****WEEKLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Remove all scuff marks from doors and floors

*****MONTHLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Clean all interior windows inside and outside in the first-floor lobby of Police Department
2	Clean all entry windows at Police Department inside and outside
3	Clean all Window Blinds and Sills
4	Remove all scuff marks from baseboards
5	Spot clean walls as needed

******QUARTERLY CLEANING**

ALL AREAS (COMMON, OFFICES, RESTROOMS, KITCHEN/BREAKROOMS)	
1	Dust all HVAC vents (report any issues to the City)

END OF GROUP 2

GROUP #3:	BUILDING NAME/FACILITY	FREQUENCY
	FAMILY SERVICE CENTER (FSC): to be done after normal working hours beginning at 6:00 pm (Monday thru Friday).	FIVE (5) DAYS PER WEEK
	COMMUNITY EDUCATION CENTER-SENIOR CENTER: to be done after normal working hours beginning at 9:00pm (Sunday thru Saturday).	SEVEN (7) DAYS PER WEEK
	COMMUNITY EDUCATION CENTER PETERSON ROOM: to be done after normal working hours beginning at 9:00 pm (Sunday thru Saturday)	SEVEN (7) DAYS PER WEEK
	COMMUNITY EDUCATION CENTER-SALVATION ARMY: to be done after normal working hours beginning at 6:00 pm (Monday thru Friday).	FIVE (5) DAYS PER WEEK
	UTILITY ADMIN BUILDING: to be done after normal working hours beginning at 6:00 pm (Monday thru Friday).	FIVE (5) DAYS PER WEEK
	Aquatic Center Concession – Shower Building: to be done after normal working hours beginning at 9:00pm (Sunday thru Saturday).	SEVEN (7) DAYS PER WEEK
	Aquatic Center Office – Shower Building: to be done after normal working hours beginning at 9:00pm (Sunday thru Saturday).	SEVEN (7) DAYS WEEK PER
	Aquatic Center Office – Restroom - Filtration Building: to be done after normal working hours beginning at 9:00pm (Sunday thru Saturday).	SEVEN (7) DAYS PER WEEK
	PARK MAINTENANCE BUILDING: to be done after normal working hours beginning at 6:00 pm (Monday thru Friday).	FIVE (5) DAYS PER WEEK

***DAILY CLEANING**

COMMON AREAS & OFFICES	
1	Hard Surface Flooring to be mopped. Mats are to be vacuumed and then removed for mopping and then replaced after mopped floor dries.
2	All carpets are to be vacuumed.
3	Empty all trash receptacles. Replace liners if ripped, soiled or wet and dispose in exterior dumpster
4	Check all recycling bins in central recycling labeled areas and empty

RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT

5	Clean and polish all glass doors, door handles, frames and thresholds inside and out. Remove all dust, smudges and fingerprints from entry doors.
6	Dust and clean all accessible surfaces
7	Wash, clean and disinfect all water fountains with City approved nontoxic cleaning compounds
8	Sweep and mop stair treads & risers / clean side walls at treads at FSC
9	Thoroughly wipe and sanitize all handrails
10	Vacuum carpet and spot clean floors as needed inside elevators at FSC
11	Clean and polish elevator walls, handrails, interior and exterior doors leaving no streaks or smears at FSC.
12	Dust, clean and polish conference tables and other furniture
13	Remove all cobwebs from all walls, ceilings, corners and windows

RESTROOMS

1	Spot clean walls and tile with disinfectant cleaner to remove all soils, grease and film
2	Disinfect and mop entire floor area, vacuum if applicable
3	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings fitting
4	Clean and disinfect partition locks, spot clean partition walls and doors
5	Clean, disinfect and polish entire toilet/urinal fixtures
6	Clean and polish all mirrors, countertops and enameled surfaces such as sinks
7	Empty, clean and disinfect all waste receptacles, including sanitary receptacles and replace liners.
8	Re-supply toilet paper, soap, hand towels, toilet seat covers, and urinal blocks. Paper towels filled daily.
9	Clean and disinfect showers and lockers if applicable
10	Clean and disinfect diaper changing stations if applicable
11	Clean and disinfect restroom entry and exit door handles and entry and exit stall latches
12	Replace air freshener cartridges as applicable

KITCHENS / BREAK ROOMS

1	Clean and disinfect all exposed countertops and tables, straighten tables and chairs
2	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings
3	Disinfect and mop entire floor area, vacuum if applicable
4	Re-supply soap and hand towels
5	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners if ripped, soiled, wet or missing
6	Clean and polish all doors, glass around doors, door handles, frames and thresholds inside and out

EXTERIOR BUILDING AREAS

1	Clean and disinfect all exposed table tops and chairs if applicable
2	Clean ashtrays and report to the City if sand is needed in ashtrays
3	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners

****WEEKLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Remove all scuff marks from doors and floors.

*****MONTHLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Clean all interior windows inside and outside in the tenant lobbies
2	Clean all entry windows at each facility inside and outside
3	Clean all Window Blinds and Sills
4	Remove all scuff marks from baseboards.
5	Spot clean walls as needed

******QUARTERLY CLEANING**

ALL AREAS (COMMON, OFFICES, RESTROOMS, KITCHEN/BREAKROOMS)	
1	Dust all HVAC vents (report any issues to the City)

END OF GROUP 3

GROUP #4:	BUILDING NAME/FACILITY	FREQUENCY
	MORGAN FAMILY COMMUNITY CENTER: to be done after normal working hours beginning at 10:00 pm (Monday thru Saturday).	<ul style="list-style-type: none"> SIX (6) DAYS PER WEEK
	GEORGE MULLEN ACTIVITY CENTER: Janitorial Services: to be done after normal working hours beginning at 10:00pm (Monday thru Saturday).	

***DAILY CLEANING**

COMMON AREAS	
1	Hard Surface Flooring to be mopped. Mats are to be vacuumed and then removed for mopping and then replaced after mopped floor dries.
2	All carpets are to be vacuumed.
3	Empty all trash receptacles and replace liners if ripped, soiled or wet to exterior designated dumpster
4	Check all recycling bins in central recycling labeled areas and empty
5	Clean and polish all glass doors, door handles, frames and thresholds inside and out. Remove all dust, smudges and fingerprints from entry doors. All adjacent glass to entry doors must be cleaned from fingerprints both inside and outside (1 set Morgan, 2 sets GMAC)
6	Dust and clean all accessible surfaces
7	Wash, clean and disinfect all water fountains with City approved non-toxic cleaning compounds
8	Dust, clean and polish conference tables and other furniture
9	Remove all cobwebs from all walls, ceilings, corners and windows
10	Dry mop entire sport court flooring. Any caked-on debris to be removed with damp cloth.
11	Mop flooring in fitness facility and clean and polish all mirrors
12	Dry mop Dance Studio flooring. Any caked-on debris to be removed with damp cloth (Morgan)
13	Clean and polish Dance Studio mirrors (Morgan)
14	Thoroughly wipe and sanitize all handrails
RESTROOMS & LOCKER ROOMS	
1	Spot clean walls and tile with disinfectant cleaner to remove all soils, grease and film
2	Disinfect and mop entire floor area, vacuum if applicable
3	Clean and polish all chrome or brass fittings, light switches and other metal and plastic finishes fitting
4	Clean and disinfect partition locks, spot clean partition walls and doors
5	Clean, disinfect and polish entire toilet/urinal fixtures
6	Clean and polish all mirrors, countertops and enameled surfaces such as sinks
7	Empty, clean and disinfect all waste receptacles, including sanitary receptacles and replace liners.
8	Re-supply toilet paper, soap, hand towels, toilet seat covers, and urinal blocks. Paper towels filled daily.
9	Clean and disinfect showers and lockers if applicable
10	Clean and disinfect diaper changing stations if applicable

RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT

11	Clean and disinfect restroom entry and exit door handles and entry and exit stall latches
12	Replace air freshener cartridges as applicable
KITCHENS / BREAK ROOMS	
1	Clean and disinfect all exposed countertops and tables, straighten tables and chairs
2	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings
3	Re-supply soap and hand towels
4	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners if ripped, soiled, wet or missing
5	Disinfect and mop entire floor area, vacuum if applicable
6	Clean and polish all doors, glass around doors, door handles, frames and thresholds inside and out
EXTERIOR BUILDING AREAS	
1	Clean and disinfect all exposed table tops and chairs
2	Clean ashtrays and ash receptacles and report if sand is needed in ash receptacles
3	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners

****WEEKLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Remove all scuff marks from doors and floors

*****MONTHLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Clean all interior windows inside and outside at both facilities
2	Clean all entry windows at each facility inside and outside
3	Clean all Window Blinds and Sills
4	Remove all scuff marks from baseboards.
5	Spot clean walls as needed

******QUARTERLY CLEANING**

ALL AREAS (COMMON, OFFICES, RESTROOMS, KITCHEN/BREAKROOMS)	
1	Dust all HVAC vents (report any issues to the City)
2	Clean all lower section windows facing atrium (Morgan) both inside and outside
3	Wipe down all fitness equipment with prior notification to Property Maintenance

END OF GROUP 4

GROUP #5	BUILDING NAME/FACILITY	FREQUENCY
	PUBLIC WORKS & FLEET ADMINISTRATION BUILDING : to be done after working hours beginning at 6:00 pm (regular work week Monday through Friday).	<ul style="list-style-type: none"> • (5) DAYS PER WEEK:
	PUBLIC WORKS OPERATION CENTER: to be done after working hours beginning at 6:00 pm (regular work week Monday through Friday).	
	PUBLIC WORKS ENGINEERING MODULAR: to be done after normal working hours beginning at 6:00 pm (regular work week Monday through Friday).	
	SOLID WASTE OPERATIONS MODULAR: to be done after normal working hours beginning at 6:00 pm (regular work week Monday through Friday).	

***DAILY CLEANING**

COMMON AREAS & OFFICES	
1	Hard Surface Flooring to be mopped. Mats are to be vacuumed and then removed for mopping and then replaced after mopped floor dries.
2	All carpets are to be vacuumed.
3	Empty all trash receptacles. Replace liners if ripped, soiled or wet and dispose in exterior dumpster
4	Check all recycling bins in central recycling labeled areas and empty
5	Clean and polish all glass doors, door handles, frames and thresholds inside and out. Remove all dust, smudges and fingerprints from entry doors.
6	Dust and clean all accessible surfaces
7	Wash, clean and disinfect all water fountains with City approved nontoxic cleaning compounds
8	Dust, clean and polish conference tables and other furniture
9	Remove all cobwebs from all walls, ceilings, corners and windows
10	Thoroughly wipe and sanitize all handrails
RESTROOMS	
1	Spot clean walls and tile with disinfectant cleaner to remove all soils, grease and film
2	Disinfect and mop entire floor area, vacuum if applicable
3	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings fitting
4	Clean and disinfect partition locks, spot clean partition walls and doors
5	Clean, disinfect and polish entire toilet/urinal fixtures
6	Clean and polish all mirrors, countertops and enameled surfaces such as sinks
7	Empty, clean and disinfect all waste receptacles, including sanitary receptacles and replace liners
8	Re-supply toilet paper, soap, hand towels, toilet seat covers, and urinal blocks. Paper towels filled daily.
9	Clean and disinfect showers and lockers if applicable

10	Clean and disinfect diaper changing stations if applicable
11	Clean and disinfect restroom entry and exit door handles and entry and exit stall latches
12	Replace air freshener cartridges as applicable
KITCHENS / BREAK ROOMS	
1	Clean and disinfect all exposed countertops and tables, straighten tables and chairs
2	Clean and polish all faucets, sinks, light switches, and all other metal and plastic finished fittings
3	Disinfect and mop entire floor area, vacuum if applicable
4	Re-supply soap and hand towels
5	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners if ripped, soiled, wet or missing
6	Clean and polish all doors, glass around doors, door handles, frames and thresholds inside and out
EXTERIOR BUILDING AREAS	
1	Clean and disinfect all exposed table tops and chairs if applicable
2	Clean ashtrays and ash receptacles and report if sand is needed in ash receptacles
3	Empty, clean and disinfect all waste receptacles, including recycling receptacles, insert new liners

****WEEKLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Remove all scuff marks from doors and floors

*****MONTHLY CLEANING**

ALL AREAS (COMMON & OFFICES)	
1	Clean all interior windows inside and outside at both facilities
2	Clean all entry windows at each facility inside and outside
3	Clean all Window Blinds and Sills
4	Remove all scuff marks from baseboards.
5	Spot clean walls as needed

******QUARTERLY CLEANING**

ALL AREAS (COMMON, OFFICES, RESTROOMS, KITCHEN/BREAKROOMS)	
1	Dust all HVAC vents (report any issues to the City)

END OF GROUP 5

The City reserves the right to add or delete spaces, facilities, and/or services during the contract term. The City's Procurement Division and the Contractor shall negotiate pricing and terms in all instances of adding or modifying services or space of a facility.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SP-07 QUALIFICATIONS:

- 1) **At the time of submitting a Bid, the Bidder shall have been in business for a minimum of TWO (2) CONSECUTIVE YEARS and shall be currently permitted to legally perform services within the State of Florida.** Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.
 - a) At the time of submitting a Bid, the Bidder shall demonstrate a minimum of **TWO (2) CONSECUTIVE YEARS of JANITORIAL SERVICES IN FACILITIES EXCEEDING 7,500 SQUARE FEET and similar in scope.** At least two (2) of the Bidder's references shall be located in the State of Florida. The Bidder shall provide references for meeting these requirements in the Bidder Response Form and the references shall be used in determining if a Bidder is responsible. Additional documentation may be submitted with your Submittal Package. In the event the Bidder has performed work for the City of North Port, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder. Bidders not demonstrating minimum similar and acceptable experience may be deemed non-responsible.
 - b) In the event of FRANCHISE companies, Bidder shall be required to own the franchise location proposed to provide services. Bidder shall provide written certification they OWN the franchise proposing services. The City WILL NOT ACCEPT or EVALUATE submittals received from parent franchise companies.

Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements above.

2) CITY'S RIGHT TO INSPECT

Bidder shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered per the requirements contained herein. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition, or to take any other action necessary to determine the Bidder's ability to perform in accordance with requirements, specifications, terms and conditions contained herein.

SP-08 CONTRACT AWARD REQUIREMENTS

- a) No bid submittal shall be accepted from, nor will any contract be awarded to, any person/company/contractor/firm, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.
- b) As a part of the evaluation process, the City may conduct a background investigation including a record check by the North Port Police Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. The City shall be the sole judge in determining Bidder's qualifications.
- c) Bidder(s) shall be required to submit the following **within five (5) business days** of issuing the Notice of Award:
 - i) Properly completed Certificate of Insurance for Bidder.
- d) Failure to submit contract award requirements within the above stated timeframe shall cause the City to rescind the Notice of Award issued to the awarded Bidder.

SP-09 CONTRACT REQUIREMENTS

- a) **WITHIN SEVEN (7) CALENDAR DAYS FROM AWARD the Contractor shall submit the following to the City's Property Maintenance Manager or Designee.**
- i) Schedule for monthly and quarterly cleaning tasks by dates and facility, starting with the first month.
 - ii) List of supervisors and employees assigned to each facility or performing work tasks specified in this contract. This list is to be kept current at all times. Any updates to this list must be provided to the City.
 - iii) Background Check Requirements to be performed in advance by Contractor and approved by City:
 - 1. FBI background checks required on all employees
 - 2. All employees working at Police Department are fingerprinted by North Port Police Department
 - 3. All employees that work at Police Department must take an online course and pass a test
 - 4. E-verify: Contractor(s) shall utilize the US Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract, and shall expressly require any subcontractor performing work or providing services pursuant to the Contract to likewise utilize the US department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - 5. Once approved and if designated to work at the Police Department
 - a. The individual would be fingerprinted
 - b. Following fingerprint approval (not usually the same day) the new employee will go to City Hall Human Resources Department located on the 2nd floor to have ID badge picture taken
 - c. New employee will return to City Hall Human Resources Department to pick up badge
 - d. New employee will tour facility with the City's Property Maintenance Manager or designee to view area of cleaning responsibility
 - 6. Once approved and working in any location other than Police Department
 - a. The new employee will go to City Hall Human Resources Department located on the 2nd floor to have ID badge picture taken
 - b. New employee will return to City Hall Human Resources Department to pick up badge
 - c. New employee will tour facility with the City's Property Maintenance Manager or designee to view area of cleaning responsibility
 - iv) List of proposed cleaning supplies and materials utilized by the elected Contractor. These items must be pre-approved by the City's Property Maintenance Manager or designee. The selected Contractor must furnish and keep current all Material Safety Data Sheets (MSDS) to the City for materials and supplies used, as applicable.
 - v) Contractor shall prepare checklists, for each facility, for daily, weekly, monthly and quarterly cleaning tasks.

b) EMERGENCY OPERATION SERVICES

- i)** The services during an emergency event may require on-site services. 7 days per week, and extended hours, which are over and above normal schedules.
 - (1) Standard monthly service rates for work completed prior to or after an emergency event will be prorated. Janitorial services provided during an emergency event will be reimbursed at the Contract's emergency event hourly rates.
- ii)** Emergency services will not be for ALL City facilities. Immediate response requirements shall be discussed between the City and Contractor and determined prior to the event. Service requirements for post event shall be discussed as appropriate.
- iii)** The City will notify the Contractor if a need arises for furnishing services and/or commodities through a telephone call, fax or email communication. The City will provide the location for service or delivery.
- iv)** Compensation for services shall be based on the Emergency-Standard Contract Hours and Emergency-After hours/Emergency Contract Hours rates.

c) QUALITY ASSURANCE REQUIREMENTS

- i)** Contractor will be responsible for educating and furnishing each cleaning crew with City's cleaning tasks.
- ii)** Contractor's supervisor(s) shall be responsible for inspecting all daily, weekly, monthly, and quarterly services performed.
- iii)** Contractor will be responsible for insuring that all their employees do not disturb any papers on desks, open desk drawers, cabinets or computers, or use any equipment or telephones.
- iv)** Contractor shall provide the City with a toll-free telephone number (with 24-Hour access) for a main contact and assigned supervisors.
- v)** The Contractor shall have an on-call supervisor who can meet with the City's Property Maintenance Manager or Designee within two (2) hours during regular office hours, or within four (4) hours after hours to discuss cleaning problems or neglected areas by the Contractor.
- vi)** The City has the right to require the Contractor to remove any of their employees deemed incompetent, careless, destructive or objectionable, to not follow the uniform requirements, or whose actions are deemed to be contrary to the public's interest or inconsistent with the best overall interests of the City.

vii) Inspection

- (1) The Contractor's supervisor shall be required to conduct performance walk-through inspections for all facilities with the Property Maintenance Manager or designee monthly. The performance walk-through inspections shall be rated in accordance with standards on required tasks indicated within this Agreement.
- viii)** Failure to coordinate monthly walk-through inspections with City Personnel shall result in the City withholding payment to the Contractor until the inspection has been completed and applicable liquidated damages.
- ix)** The Contractor, at the request of the City, will remain flexible at all times to fulfill any unforeseen or unusual cleaning tasks, which may be necessary from time to time. Such work is not to be construed to occur on an

on-going basis. The cost for these tasks, which are not specifically stated or listed in the Exhibits, shall be negotiated by the Procurement Office and approved through the City’s Change Order policy.

d) CONTRACTOR EMPLOYEES

- i) Uniform requirements: All personnel must always report to work in a clean Contractor supplied and Contractor name labeled work shirt with a photo ID badge that are visible at all times.
- ii) The Contractor is responsible to submit employee changes to the City’s Property Maintenance Manager or Designee within five (5) business days prior to the change date to allow for required fingerprinting and background check (FBI/Criminal) to be conducted, and photo ID badge obtained through the Human Resource Department. The supervisor(s) and/or employee(s) shall not enter City facilities until the City has provided written authorization to the awarded Contractor.
- iii) Contractor’s employees are **strictly prohibited** from bringing family members, friends, & pets, etc. into City facilities. Those employees who ignore this requirement shall be immediately dismissed. Contractor’s employees are **strictly prohibited** from providing access to anyone into City facilities after normal operating/business hours.

e) CONTRACT MANAGEMENT: The City shall conduct monthly performance reviews relating to the services performed by the Contractor. Results shall be submitted to the Contractor.

SP- 10 LIQUIDATED DAMAGES: The City and the Contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Contract is a detriment to City services and the public. Therefore, the Contractor agrees to credit, not as a penalty, the City for deficiencies not remedied or failure to complete work as assigned or designated herein. These automatically deducted sums are fixed and agreed upon between the parties because the actual loss to the City and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, applicable to any other amounts due to the Contractor.

LIQUIDATED DAMAGES TABLE – AUTOMATIC DEDUCTIONS

SITUATION	AMOUNT TO BE AUTOMATICALLY DEDUCTED
1. Missed all tasks in a complete facility on a scheduled cleaning day.	10% of the monthly unit price per occurrence
2. Failure to rectify a reported deficiency within twenty-four (24) hours.	\$25.00 per occurrence
3. Failure to report to the City; Contract Administrator, Property Maintenance Manager or designee assignment of new personnel to Agreement.	\$50.00 per occurrence
4. Allowing unauthorized employees and/or outside people to enter a City facility.	\$200.00 per occurrence and immediate termination of employee
5. Failure to notify the City in writing of changes to the Contract Manager and Supervisors	\$50.00 per occurrence

LIQUIDATED DAMAGES TABLE - Legitimate documented complaints (deficiencies) shall be credited against the Contractor’s invoice, whether ultimately resolved or not, as determined by the Property Maintenance Manager or designee exceeds three (3) individual complaints in any quarter (October-December, January-March, April-June, July-September) the below amount. Contractor will be notified by 10am the following business day of the incomplete work and will be able to view the incomplete area before the next cleaning cycle for verification of incomplete work.

SITUATION	AMOUNT TO BE DEDUCTED
1. Missed all scheduled tasks in a specific area of a facility on a scheduled cleaning day (i.e. office area, restrooms, break areas, conference room, common areas, etc.).	\$50.00 per occurrence following the third documented complaint
2. Missed a scheduled task in a specific area of a facility on a scheduled cleaning day (i.e. office area, restrooms, break areas, conference room, gym floor, common areas, etc.).	\$25.00 per occurrence following the third documented complaint
3. Contractor performs or completes a task incorrectly	Contractor shall re-perform the task within 24 hours at their expense.
4. Failure to schedule and/or conduct a monthly performance walk through inspection with the Operations and Maintenance Manager or designee.	\$25.00 per location per occurrence

A. The CITY reserves the right to cancel this Contract in its entirety should the Contractor fail to meet the response time or performance requirements five (5) times within any six (6) month period.

B. DEFICIENCY REPORTING AND RECTIFICATION PROCESS: The City will e-mail a deficiency report to the designated supervisor the day the deficiency is reported.

Contractor shall be required to e-mail the notice to the City Representative indicating the deficiency has been rectified. The City will inspect and determine if the deficiency was rectified to the City’s satisfaction and in accordance with this bid solicitation requirements

SP-11 CRITERIA FOR AWARD: The award of this bid will be to the lowest and most qualified responsive, responsible bidder(s) meeting or exceeding all of the above specifications, and may be awarded in total, in part or none, or by Group or by any combination of Groups(s), whichever is in the best interest of the City. Other considerations of award are favorable references, Contractor experience, successfully completed projects and local preference. Any unfavorable references may be cause to deem bidder non-responsive.

City reserves the right to reject the bid submittal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SECTION III

INSURANCE

Before performing any contract work, Contractor shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

A. Workers Compensation: The Contractor Shall procure and maintain during the life of this Contract Worker's Compensation Insurance for all his/her employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation Insurance.

In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract, and prior to commencement of any work activities. Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

B. Comprehensive Commercial General Liability: The Contractor shall procure and maintain and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to, 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum shall be no less than \$1000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The City of North Port shall be named as additional insured.

C. Commercial Automobile Insurance or Personal Automobile Coverage: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$300,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership.

D. Special Requirements: The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

E. WAIVER OF SUBROGATION: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

F. POLICY FORM

1. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Contract shall:

A. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

B. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall

Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SECTION IV

BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

ITEM #	SUBMITTAL	BIDDERS RESPONSE		
		INCLUDED		
		YES	NO	N/A or OTHER
1	Bidder has completed, signed and/or notarized all required forms and included this checklist with bid submittal			
2	All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.			
3	Bid Form: Separate excel spreadsheet to be saved in excel format to USB drive			
	Complete bid bond and acknowledge addenda signed by Binding authority			
	Bid Schedule: Completed (entered an amount in every line item) signed by Binding authority			
4	Source of Supply and Subcontractor Form: Completed and signed.			
5	Statement of Organization: completed, signed and notarized. (The Bidder shall submit proof that the company is authorized to do business in the State of Florida. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida. Please refer to website www.sunbiz.org .) Note: Bidder must submit proof that their firm name is registered with their State of origin if not a Florida company.			
6	References and Experience: Completed and signed			
7	Conflict of Interest: Completed and signed			
8	<ul style="list-style-type: none"> • 'Affidavit Claiming 'Local Business' OR • 'North Port Local Business' OR • If neither 'X-through the documents' 			
9	Drug-Free Workplace (If Applicable): Completed and signed			
10	Public Entity Crime Information: Completed, signed and notarized			
11	Non-Collusive Affidavit: Completed, signed and notarized			
12	No Lobbying Affidavit: Completed, signed and notarized			
13	Scrutinized Company Certification Form: Completed and Signed			
14	Standard Indemnification Agreement: Completed and Signed			
15	Bid Bond (Attached)			
16	Number of Originals: 1 (signed)			
17	Number of copies: 1 (signed)			
18	E-VERIFY: SIGNED			
19	USB Flash Drive: One (1) electronic version in Portable Document Format (PDF) or Flash Drive containing the entire submittal. Tabulation in excel format ONLY			

RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT

20	Insurance Certificate Bidder has reviewed all the insurance requirements and is able to provide a certificate within ten (10) days of award and prior to the commencement of any work activities.			
21	Credit Cards Does your company accept Credit Card Payments			
22	<p align="center">Is the Bid envelope marked accordingly: LABEL FOR SEALED BID SHALL INCLUDE CONTRACTOR NAME AND THE FOLLOWING: RFB NO. 2022-16 JANITORIAL SERVICES FOR THE CITY OF NORTH PORT City of North Port Purchasing Division Geoff Thomas, Contract Administrator I 4970 City Hall, Suite 337 North Port, Florida 34286</p>			

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contractor License # (IF APPLICABLE): _____ FEIN #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, and further agrees to furnish all items listed on the attached Bid Form in accordance with the group(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL GROUP 1: _____ \$ _____ NO BID
(Type/Print) (Numeric)

TOTAL GROUP 2: _____ \$ _____ NO BID
(Type/Print) (Numeric)

TOTAL GROUP 3: _____ \$ _____ NO BID
(Type/Print) (Numeric)

TOTAL GROUP 4: _____ \$ _____ NO BID
(Type/Print) (Numeric)

TOTAL GROUP 5: _____ \$ _____ NO BID
(Type/Print) (Numeric)

COMPANY: _____

NAME/TITLE: _____

SIGNATURE: _____

DATE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

BID SCHEDULE IN EXCEL FORMAT

SEPARATE ATTACHMENT

- DO NOT RECREATE
- SUBMIT AN (1) ORIGINAL AND (1) HARD COPY
- DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. *Bidder should not reference the words “No Charge, N/A, included, dash, etc.” in any of the spaces. Bidder must identify a monetary amount for each MONTHLY/UNIT COST (unless the monthly/unit price is “x” out by the City). MONTHLY/UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the MONTHLY/UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **2022-16 CITY WIDE JANITORIAL SERVICES**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A). Attach additional sheets if necessary.

SUBCONTRACTOR(S)

(PLEASE INCLUDE NAME/ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____
4. _____

SUPPLIER(S)

1. _____
2. _____
3. _____
4. _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND RETURNED)

**REFERENCES AND EXPERIENCE
(THIS PAGE MUST BE COMPLETED AND RETURNED)**

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, email address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of bidder’s performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City representative may be calling them. **DO NOT list persons who will be unable to answer specific questions regarding the requirements. (Attach additional sheets if necessary)**

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements as stated the in the MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS of this SOLICITATION DOCUMENT.

The Bidder shall demonstrate a minimum of TWO (2) CONSECUTIVE YEARS of JANITORIAL SERVICES IN FACILITIES EXCEEDING 7,500 SQUARE FEET and similar in scope and:

- At least two (2) references shall be located within the state of Florida.

Documentation shall include: 1) Contract #; 2) Description of Contract; 3) Contract Dates (from and to); 4) Owner or Company Name and Contact Person; 5) Email Address; and 6) Telephone and Fax Number.

Contract # / Description / Contract Term	Owner or Company Name / Contact Person	Email address*	Telephone and Fax number*
<p>Contract #:</p> <p>Description of Services:</p> <p>Contract Term - From: _____ to _____</p> <p>FLORIDA CONTRACT <input type="checkbox"/></p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		<p>Telephone #:</p> <p>Fax #:</p>

Contract # / Description / Contract Term	Owner or Company Name / Contact Person	Email address*	Telephone and Fax number*
<p>Contract #:</p> <p>Description of Services:</p> <p>Contract Term - From: _____ to _____</p> <p>FLORIDA CONTRACT <input type="checkbox"/></p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		<p>Telephone #:</p> <p>Fax #:</p>
<p>Contract #:</p> <p>Description of Services:</p> <p>Contract Term - From: _____ to _____</p> <p>FLORIDA CONTRACT <input type="checkbox"/></p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		<p>Telephone #:</p> <p>Fax #:</p>

THIS PAGE MUST BE COMPLETED AND RETURNED

<p>Contract #:</p> <p>Description of Services:</p> <p>Contract Term - From: _____ to _____ FLORIDA CONTRACT <input type="checkbox"/></p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		<p>Telephone #:</p> <p>Fax #:</p>
--	---	--	--

* Bidder shall state at a minimum an EMAIL ADDRESS or FAX NUMBER.

BIDDER'S CERTIFICATION OF MEETING ALL THE SOLICITATION'S MINIMUM QUALIFICATION REQUIREMENTS:

If the bidder does not meet ANY ONE of the Minimum Qualification Requirement they will be deemed non-responsive and/or non-responsible and thereby rejected.

- a) Bidder's years in business shall equal or exceed 2 years.
 - i. State the number of years and months in business: _____ Years _____ Months
- b) Projects referenced by Bidder to demonstrate meeting the minimum requirements.
 - i. Did you reference FACILITIES EXCEEDING 7,500 SQUARE FEET that demonstrate continuing work between the years of 2015 and 2018?
 - Yes or No (Note: If the Respondent lacks projects between the above dates the City reserves the right to request additional references to demonstrate meeting this requirement)

THIS PAGE MUST BE COMPLETED AND RETURNED

- ii. FLORIDA CONTRACT – Did you reference AT LEAST 2 OR MORE contracts with FLORIDA customers?
 Yes or No

c) FRANCHISE COMPANIES:

- i. Are you the franchise OWNER:
Check One: YES NO
- ii. Have you enclosed written proof of ownership must be submitted with your response.
Check One: YES NO

1. PERFORMANCE QUESTIONNAIRE – Bidders shall complete the following questionnaire in its entirety:

- a) Has the Bidder ever failed to complete a contract/project awarded to them?
Check One: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for failure to complete: _____

- b) Has the Bidder ever defaulted on any awarded contract/project?
Check One: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for default: _____

- c) Does the Bidder have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?
Check One: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

THIS PAGE MUST BE COMPLETED AND RETURNED

Provide a detailed description of current claims or litigation with contract/project Owner:

d) Does the Bidder have pervious: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?

Check One: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Provide a detailed description of claims or litigation with any contract/project Owner:

e) Is the Bidder currently debarred or suspended from bidding on any governmental agencies solicitations?

Check One: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Reason for debarment or suspension: _____

THIS PAGE MUST BE COMPLETED AND RETURNED

Location of Working Office that will provide services:

- Less Than 100 miles city limits
- More than 100 miles city limits
- No local office presence

ADDENDUM ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **ninety (90) calendar days** from the date of the official bid opening.

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ Fax: _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

Are you registered with the State of Florida Department of State? Yes or No

If yes, what is your State document number? _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

This page must be completed and submitted

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery at 5455 Pan American Blvd., North Port, FL 34287. Notification may also be provided by fax transmission to 941-423-2570.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Company Name: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

**AFFIDAVIT
Claiming Status as a LOCAL BUSINESS**

CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Submittal;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____.

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____
Print Name: _____
Commission No: _____

This page to be returned Only if Contractor is claiming a Local Business Status.

AFFIDAVIT

Claiming Status as a North Port Local Business

CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____.

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

This page to be returned only if Contractor is claiming a North Port local business status.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent, _____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20__ by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

This page must be completed and submitted

NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____
SS. }

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

- 1. He/She is the _____ (City, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
- 2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
- 3. Such reply is genuine and is not a collusive or sham reply;
- 4. Neither the said Respondent nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20__.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20 __, by
_____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____
Print Name: _____
Commission No: _____

This page must be completed and submitted

DRUG FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute §287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that bidder complies fully with the above requirements.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Name

Date

This page must be completed and submitted

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day of _____, 20____, by _____, being first duly sworn, deposes and says that he or she is the authorized representative of _____(Name of the contractor, firm or individual), and that the Contractor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID

Scrutinized Company Certification Form

Company Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

checkbox

This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

checkbox

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.
Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: _____
Date Certified: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Solicitation/Contract/PO Number (Completed by Purchasing): _____

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____
COUNTY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor's Company Name)

_____ (Vendor signature)
 _____ (Vendor's name printed)
 _____ (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__ , by _____, as _____.

Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

CITY OF NORTH PORT
BID BOND

In compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for (**RFB 2016-22, Janitorial Services for the City of North Port**).

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

(By)

(Principal) (SEAL)

Witness as to Surety:

Printed Name

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.