

CITY OF PANAMA CITY BEACH
2018 PCB JANITORIAL SERVICES CONTRACT
INVITATION TO BID

Prepared by:

UTILITIES DEPARTMENT
116 S. Arnold Road
PANAMA CITY BEACH, FLORIDA 32413

June 26, 2018

2018 PCB JANITORIAL SERVICES CONTRACT

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NOTICE TO RECEIVE SEALED BIDS

SEALED BIDS for Janitorial Services at Various Locations will be received by the **CITY OF PANAMA CITY BEACH** at 110 S. Arnold Road, Panama City Beach, Florida 32413 until 2:00 P.M. (CDT) on July 18, 2018. Bids will be publicly opened immediately thereafter in the City Council Meeting room.

Bids shall be submitted in a sealed envelope, plainly marked with Bidders name, address, date and time of bid opening, and project name, “**2018 PCB Janitorial Services Contract**”.

Please submit one (1) original and one (1) copy of your bid package.

DESCRIPTION OF WORK: Contractor will furnish all necessary labor, supervision, equipment, and supplies for the performance of janitorial services for five (5) buildings at various locations in accordance with requirements described in bid documents. A bid deposit of \$500.00 is required for this solicitation.

A MANDATORY Pre-Bid Meeting will be held at 10:00 am (CST) on July 9, 2018 beginning at the City Council Meeting Room 110 S. Arnold Road, Panama City Beach, FL 32413. **Bids will only be accepted from firms in attendance at the pre-bid meeting and mandatory site visits. Mandatory site visits to each facility will be provided immediately following the pre-bid meeting at these locations:** Police Department at 17115 Panama City Beach Parkway, Public Services Building at 116 S. Arnold Road, City Hall at 110 S. Arnold Road, WWTP Operations at 206 N. Gulf Blvd. and Utilities/Public Works Offices at 200 N. Gulf Blvd.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Bid documents are available at the Utilities Department, 116 South Arnold Road, Panama City Beach, FL 32413, and may be obtained at this address. Electronic versions of the solicitation package are available via email to: lbailey@pcb.gov. Inquiries regarding this Bid should be directed to Al Shortt via email to ashortt@pcb.gov .

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder. Each bid shall be valid to the CITY for a period of sixty (60) days after the bid opening.

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NOTICE TO RECEIVE SEALED BIDS

NOTICE TO PUBLISHER: This legal ad to appear on June 28, 2018 and July 2, 2018

Please forward the original "Proof of Publication" and the invoice to:

Utilities Department
Attention: Leah Bailey
116 S. Arnold Road
Panama City Beach, Florida 32413

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INFORMATION FOR BIDDERS

1. Bid Documents

The Bid Documents are on file at the Utilities Department, 116 S. Arnold Road, Panama City Beach, Florida. They may be examined at the above address or digital copies will be provided to bidders for no fee.

2. Mandatory Pre-Bid Site Visits:

Bidders shall attend the pre-bid site visits. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. After the pre-bid site visit Bidders shall direct any questions via e-mail to Al Shortt, ashortt@pcbgo.com. All questions shall be submitted via e-mail at least seven (7) calendar days prior to bid submittal date. In the event that any discussions or questions at the pre-bid site visit or afterward require additional clarification the CITY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

3. Bid Form

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions shall be attached or added to the Bid Form by the bidder. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. Any bid modification must be in writing.

4. Delivery

Each bid shall be addressed to the City of Panama City Beach, Attn: Utilities Department, and shall be delivered to the City of Panama City Beach, at 110 S. Arnold Road, Panama City Beach, Florida 32413, on or before the day and/or hour set for the opening of bids. Bids shall be submitted in duplicate, (1) one marked "Original" and (1) the other, "Copy". Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The City will check the bids and notify the selected bidder at the earliest opportunity, not to exceed 60 days from the date of bid opening.

5. BID DEPOSIT REQUIRED:

No response will be considered unless it is accompanied by a bid deposit in the form of postal money order, cashier's check, or certified check in the

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INFORMATION FOR BIDDERS

amount of \$500.00. Money orders or checks should be made payable to the City of Panama City Beach. Bid deposits of all unsuccessful bidders shall be returned after the contract is awarded and proof of required insurances given by the successful bidder, is accepted by the City. The successful bidder's security will be retained until the Contract is signed and the bidder has furnished all documentation as described in the solicitation. If the successful bidder fails to furnish all required documentation to include insurance coverage in the amounts stipulated in the solicitation within ten (10) days after notice of the award, the amount of the bid deposit shall be forfeited to the City; but in no event will the Principal's liability exceed the amount specified for the bid deposit.

6. Complete Bid Amounts; Examinations of Specifications, Work Sites

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions via e-mail to Al Shortt, ashortt@pcbqov.com at least seven (7) calendar days prior to the bid opening date.

7. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date for opening and all bids shall be subject to acceptance by the City during this period.

8. Basis of Award

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder. The City reserves the right to:

- a. reject any or all bids received;
- b. select and award any portion of any or all bid items;
- c. limit quantities under bid items; and
- d. waive minor informalities and irregularities in the bids and bidding.

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INFORMATION FOR BIDDERS

9. Execution of Agreement

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City all required contract documents. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the City before the successful bidder may proceed with the work.

The initial term of the contract shall commence upon execution by the CITY and continue in effect for a period of two (2) years thereafter. At the sole discretion of the CITY, the contract may be renewed for one (1) additional two-year period under the same terms and bid prices.

10. Point of Contact

Al Shortt, ashortt@pcb.gov, will be the only point of contact for this bid. **Under no circumstances may a bidder contact any City Administrator, or City employee concerning this bid until after award.** Any such contact may result in bid disqualification. The last day for questions will be seven (7) calendar days prior to the opening date.

11. Representations

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the City for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

12. Bid Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City of Panama City Beach website. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City of Panama City Beach.

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INFORMATION FOR BIDDERS

Each proposal **shall** include, but need not be limited to, the following information.

One original and one copy of:

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Sub-Contractors (if any)
8. Bid Form
9. Bid Deposit

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SCOPE OF WORK

CLEANING TASKS AND FREQUENCIES:

ALTERNATE DAYS - (3 Days/Week)

Sweep/Dust Wet Mop Floors; Vacuum Carpets
Wet Mop Floors
Spot Clean Carpets
Disinfect Water Fountains
Rearrange Furniture
Empty Waste Containers and Sanitary Napkin Disposal Units
Spot Clean inside Partition and Door Glass
Spot Clean Exterior of Trash Containers
Vacuum/Spot Mop and Clean Elevator door Tracks
Clean Restrooms, Mop Floors, Disinfect, and Re-stock
Clean Breakrooms, including Sinks and Microwaves, Mop Floors
Clean and Spot-mop Stairwells
Sweep Entrance Mats and Exterior Walkways
Empty Exterior Trash and Cigarette Butt Containers
Keep Custodial Closet Clean, Orderly, and Stocked

WEEKLY

Dust Open Flat Surfaces
Dust Furniture and Window Sills
Buff and Burnish floors

MONTHLY

Spot Wipe and Wash Multiple Seating
Dust Blinds
Wipe down, disinfect bathroom stall surfaces

QUARTERLY

Clean Windows Inside
Dust Vents and Return Grills
Scrub and Re-coat Floors (including removal and replacement of furniture)
Polish Metal, Door Knobs, and Kick Plates

SEMI-ANNUALLY

Clean Fixtures

ANNUALLY

Clean Office Upholstered Furniture
Strip and Re-Finish Floors (including removal and replacement of furniture)
Restorative Carpet Cleaning

PERFORMANCE STANDARDS:

1. EXCEPTIONAL

Floor Coverings Bright and Clean
Litter Containers Clean with Little Waste
No Dust on Vertical Surfaces
Furniture Clean and Orderly
Glass Clean and Sparkling

2. EXCEEDS STANDARDS

Floor Coverings Clean
Litter Containers Clean with Little Waste
Little Dust Accumulation
Furniture Orderly
Glass Clean and Sparkling

3. MEETS STANDARDS

Floor Coverings Clean
Litter Containers have Little Waste
Some Dust Accumulation on Surfaces
Furniture Orderly
Glass Clean and Sparkling

4. MARGINAL

Floor Coverings Dull
Litter Containers Often Full or Overflowing
Dust Accumulations Will Be Evident
Furniture Will Be In Disarray
Glass Will Show Some Streaks and Handprints

5. UNACCEPTABLE

Floor Coverings Will Be Dull and Dusty Showing Spots and Marks
Litter Containers Will be Full to Overflowing
Furniture Will be Dusty, Marked, and in Disarray
Glass Will be Dirty and Hand-printed

The overall objective of this program will be to achieve a level of Cleanliness for our Facilities of: 2. EXCEEDS STANDARDS.

PERFORMANCE EVALUATION

Performance Evaluation of the Contractor will be made by several methods: Customer complaints delivered to the Facilities representatives, observations by Facilities representatives during periodic/random walkthroughs, and a formal monthly evaluation of randomly selected spaces utilizing the criteria of the Standards delineated above. This formal evaluation will utilize the weighted scaling program developed by the American Plant Professionals Association (APPA) based on the cleaning times and techniques promulgated by "ISSA – The Worldwide Cleaning Association". Sample evaluation sheets for the various types of spaces involved are included in this package as EXHIBIT 1.

In the event of Customer Complaints or Walkthrough Observations requiring immediate/24 hour attention by the contractor, contact will be made immediately with the management representative of the Contractor for alerting and correction purposes.

The formal evaluation will be conducted by a Facilities representative monthly on a random basis and will consist of a routine sample of the typical spaces associated with the Building being reviewed. After an internal review with Facilities Management and the Customer Management (as appropriate), a review session will be scheduled with Contractor Management for evaluation purposes. This review will consist of, but not limited to, the current performance evaluation, problems noted during the evaluation, performance trending over time, analysis of problems, and corrective action plans to assist in achieving objectives.

A demonstrated inability on the part of the Contractor to achieve the objectives, an excessive number of Customer complaints, or an apparent disregard for this program and its objectives will be considered cause for termination of the contract.

SUPPLIES and EQUIPMENT

The Contractor shall furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, buffers, vacuums, ladders, and any other equipment necessary to perform the requirements of the contract. Commercial grade cleaning and dusting materials, waxes, solvents, disinfectants and deodorant, rags, steel wool, plastic

bags for trash containers (including aluminum recycling), and all other supplies are required. All equipment and supplies used are subject to approval by the City.

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

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

The Contractor shall provide toilet tissue, facial tissue, paper towels, plastic trash can liners for various sizes receptacles, liquid hand soap, sand for exterior butt-cans and all other cleaning supplies/materials necessary to perform the requirements of the contract.

All supplies provided must meet the following minimum specifications and must be approved by Facilities Management. Product will be similar in nature for older City buildings.

- Paper Towel product must be compatible with AJW Architectural Products -Item #U6024-SM (Uni-Door) & U650-SM.
- Toilet Paper product must be 2ply minimum and must be compatible with AJW – Item #U840
- Soap product must be compatible with AJW –Item #U126

A back-up stock is to be kept at the facility for use in emergencies. Shortages of any supplies/materials supplied by the Contractor shall not be allowed to occur in any City facility covered in this contract.

The Contractor will be assigned a closet(s) in the building (hereinafter referred to as the janitorial closet) for storage of all equipment, materials, and supplies necessary for use in the building.

The Contractor shall submit to the City a list giving the name of the manufacturer, the brand name, and use of each of the materials the Contractor proposes to use in the performance of the work required prior to commencement of this contract. The Contractor shall not use any product, which the City determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied, or to any other part of the building, its contents or equipment. The City may require properly labeled samples of the supplies intended for use before work commences on the contract, or at any time during work, to determine compliance with specifications. Any items failing to meet these specifications, for example, silicone spray shall be replaced immediately by the

Contractor and not used on this contract. The MSDS sheets for the products the Contractor intends to use during the performance of the contract shall be submitted to Facilities Management. Additionally, the Contractor shall also have a complete set of MSDS sheets posted in plain view, in each stock room where these products are stored. No additional products/chemicals shall be used in the performance of this contract without prior approval of Facilities Management and submission of samples and corresponding MSDS sheets.

The Contractor shall be required to use a germicide/disinfectant that clearly states on the manufacturer's label and MSDS sheets that it effectively kills viruses on surfaces when performing work designated in this contract.

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

All supplies and equipment shall be kept free of traffic lanes or other areas where they may be hazardous and shall be secured at the end of each work period in lockers, cabinets or other areas provided for this purpose. Cleaning solution shall be disposed of properly as directed by the manufacturer.

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

OSHA GUIDELINE COMPLIANCE:

Hazardous Chemicals: The Contractor shall comply with the required communications relating to the use of chemicals classified as hazardous that pertain to the training, safety, and equipment needed for all employees engaged in the provision of the custodial services. The Contractor shall be responsible for compliance on date of Contract acceptance.

Material Safety Data Sheets: The Contractor shall furnish to the owner of the Facility and to the Purchasing Division copies of Material Safety Data Sheets for all products used prior to beginning service in any facility. The Material Safety Data Sheets must be organized and include an index. These Material Safety Data Sheets must be in compliance to the OSHA Guidelines.

Labeling of Hazardous Materials: The Contractor shall comply with guidelines concerning the labeling of all chemical containers.

Caution Signs: The Contractor shall use "caution signs" as required. The Contractor shall furnish these signs at no additional cost to the City. Caution signs shall be on site on

Contract start date.

CRIMINAL HISTORY CHECK

All janitorial service personnel that are actively engaged in providing services inside any of the buildings covered in this bid solicitation will be subject to an FDLE criminal history check through the City police department. A \$25.00 fee will be charged to the Contractor for each check performed. Any personnel not meeting the police departments criteria for access will be prohibited from providing janitorial services on any building in this solicitation. Any change in personnel during the course of the contract term will also require background checks for each new employee assigned to these buildings. If, during the course of the contract, any employee is arrested for, or charged with, an offense that carries a potential for a felony conviction, the contractor is responsible for notifying the City in writing within 72 hours.

ACCESS

One set of keys or fobs for each building, except the police department, will be issued to the contractor. If additional keys or fobs are requested, the contractor shall provide a written request and state the justification for additional sets. The City, in its sole discretion, will make the determination of whether to approve the request. No keys or fobs will be issued for the police department building. Janitorial personnel will sign in at the front entry and a uniformed officer will provide access to locked doors.

TIMES OF SERVICE

Generally, service will be expected to be performed Monday, Wednesday and Friday of each week. Service shall start after 5 p.m. and be completed by 6 a.m. the following morning. In the event a holiday falls on one of the regularly scheduled days, the City will work with the Contractor to find a suitable, mutually agreeable alternate day, or delete the services for that day, deducting the unit bid amount from the monthly payment.

CITY JANITORIAL PERSONNEL

The City has one full-time janitorial service person that provides very basic services at the Police Department, City Hall and Public Services building during normal business hours, Monday through Friday of each week. That individual shall have access to paper products supplied by the contracted janitorial service to facilitate replenishing any empty paper towel, toilet tissue, etc holders on days the contracted service is not scheduled. A designated person will also be assigned to perform the same replenishment at the other City buildings serviced under this contract. The contracted service is to be provided as specified, regardless of whether it appears that any scheduled service has recently been performed by City personnel.

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TYPICAL INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that unauthorized possession, use or threat of use of weapons or firearms is not permitted on City property, including Contractor's vehicles. The City will not ask if Contractor has a firearm or undertake a search of any private vehicle to ascertain the presence of a firearm.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the City of Panama City Beach, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Panama City Beach. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor shall be solely responsible for all of its property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor expressly waives any claim against City arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the City or anyone for whom the City is responsible.

The Contractor's deductibles/self-insured retention's shall be disclosed to City and are subject to City's approval. They may be reduced or eliminated at the option of City. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by City.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of City shall be considered excess.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

The Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Professional Liability, Premises and Operations, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Each Occurrence, and Aggregate Limit
	\$3,000,000	

The Contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor’s owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000	Combined Single Limit Each Accident
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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers’ Liability Coverages with no gaps in continuity of coverages or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$1,000,000 each occurrence and aggregate as required by City.

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ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 233-5054, ext. 2420 or email lbailey@pcb.gov prior to submitting your bid to ensure that you have received addendums.

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ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Panama City Beach, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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DRUG FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 employees 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 an 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 this firm complies fully with the above requirements.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This Form Must Be Signed And Sworn To In The Presence Of A Notary Public Or Other Official Authorized To Administer Oaths And Submitted With The Bid

1. This sworn statement is submitted to _____
by _____
For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
 - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners,

shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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

By: _____

Print name: _____

Its: _____

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

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

END OF SECTION

2018 PCB JANITORIAL SERVICES CONTRACT

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: _____

Work to be performed and amount: _____

Subcontractor Name and Address: _____

Work to be performed and amount: _____

Subcontractor Name and Address: _____

Work to be performed and amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

2018 PCB JANITORIAL SERVICES CONTRACT

BID FORM

Page 1 of 4

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **2018 PCB JANITORIAL SERVICES CONTRACT**, as detailed in this solicitation for the amounts shown on the three (3) attached unit cost and bid summary forms.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The contract(s) will be awarded by group to the lowest responsible bidder. **All buildings contain separate departments and will require individualized billing.**

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor _____ Date _____

SEAL: *(If bid is by Corporation)*

PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
PAGE 2 OF 4

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
GROUP A -BUILDINGS				
CITY HALL 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$	156	\$
	WEEKLY CLEANING	\$	52	\$
	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	\$	1	\$
			ANNUAL AMOUNT	BID
PUBLIC SERVICES 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$	156	\$
	WEEKLY CLEANING	\$	52	\$
	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	\$	1	\$
			ANNUAL AMOUNT	BID
POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$	156	\$
	WEEKLY CLEANING	\$	52	\$
	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	\$	1	\$
			ANNUAL AMOUNT	BID

PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
PAGE 3 OF 4

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
GROUP B BUILDINGS				
UTILITIES/PUBLIC WORKS OFFICES 200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$	156	\$
	WEEKLY CLEANING	\$	52	\$
	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	\$	1	\$
			BID AMOUNT	\$
WWTF OPERATIONS BUILDING 206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$	156	\$
	WEEKLY CLEANING	\$	52	\$
	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	\$	1	\$
			BID AMOUNT	\$

**PROPOSAL AND BID FORM
 CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
 PAGE 4 OF 4**

BID SUMMARY		ANNUAL BID COST*
GROUP A BUILDINGS		
CITY HALL	110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL.	\$
PUBLIC SERVICES	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$
POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$
TOTAL GROUP A		\$
GROUP B BUILDINGS		
UTILITIES/PUBLIC WORKS OFFICES	200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$
WWTP OPERATIONS BUILDING	206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$
TOTAL GROUP B		\$

***NOTE: BID FORM REFLECTS THE ANNUAL BID COST. INITIAL TERM OF AGREEMENT IS FOR TWO YEARS.**

Audit Instrument: Offices

Building: _____ Date: _____

Room: _____ Evaluated by: _____

Appearance Level expected: _____ Employee Signature: _____

Appearance Items	Weighting Factor	Appearance Level					Item raw score (factor x level)
		1	2	3	4	5	
Floors	55						
Horizontal surfaces	12						
Lighting and light fixtures	3						
Trash containers and pencil sharpeners	23						
Vertical surfaces	7						
Total raw score							
Level = raw score ÷ 100.....							

Audit Comments:

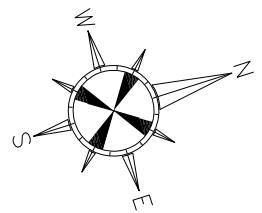
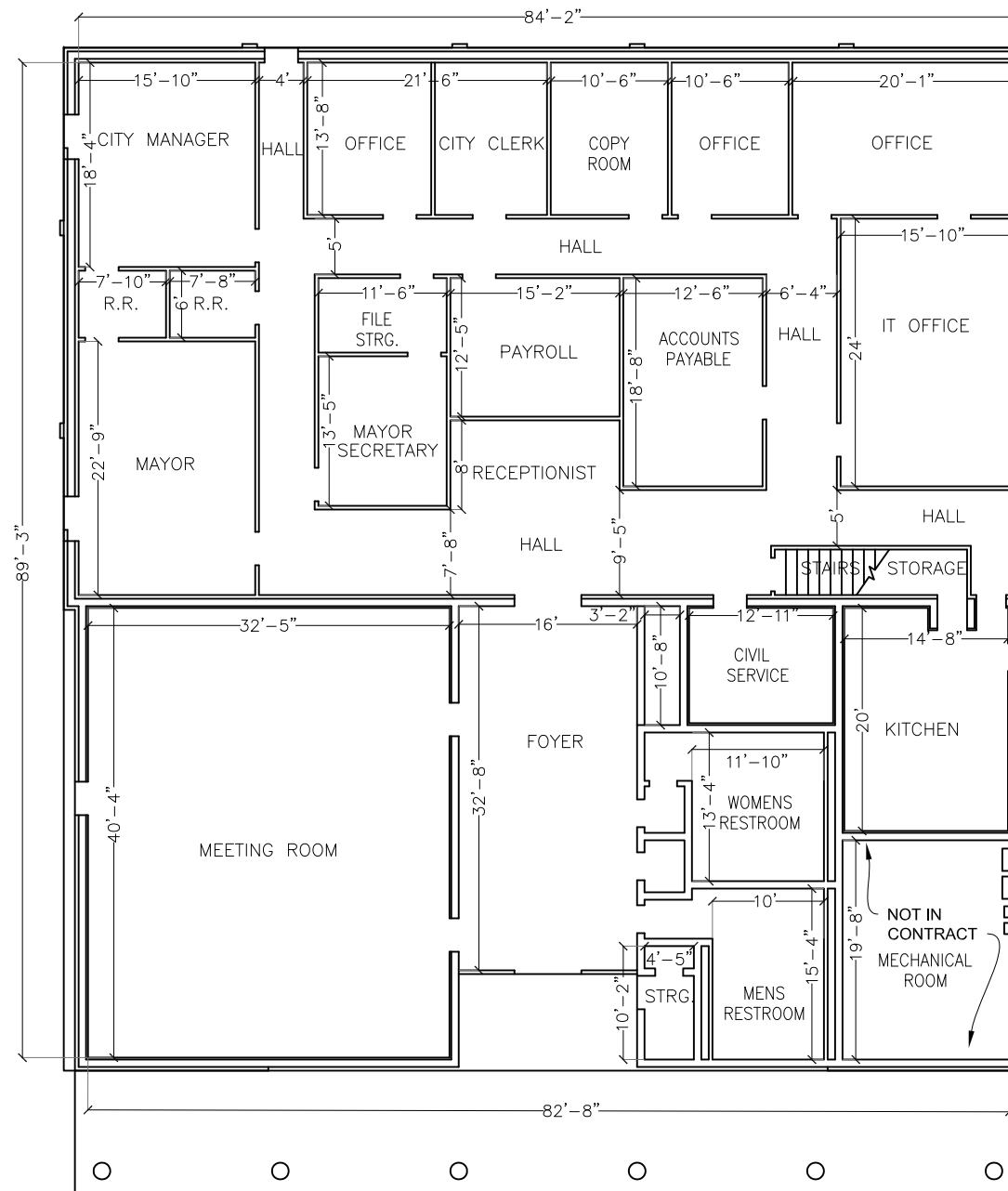
Instructions:

Determine the level of clean for each appearance item based on the appearance factors below. Multiply the level of clean times the weighting factor; this equals the item raw score. Total raw score equals the sum of all item raw scores. Divide the total raw score by 100, this equals your current level of clean.

Appearance item notes:

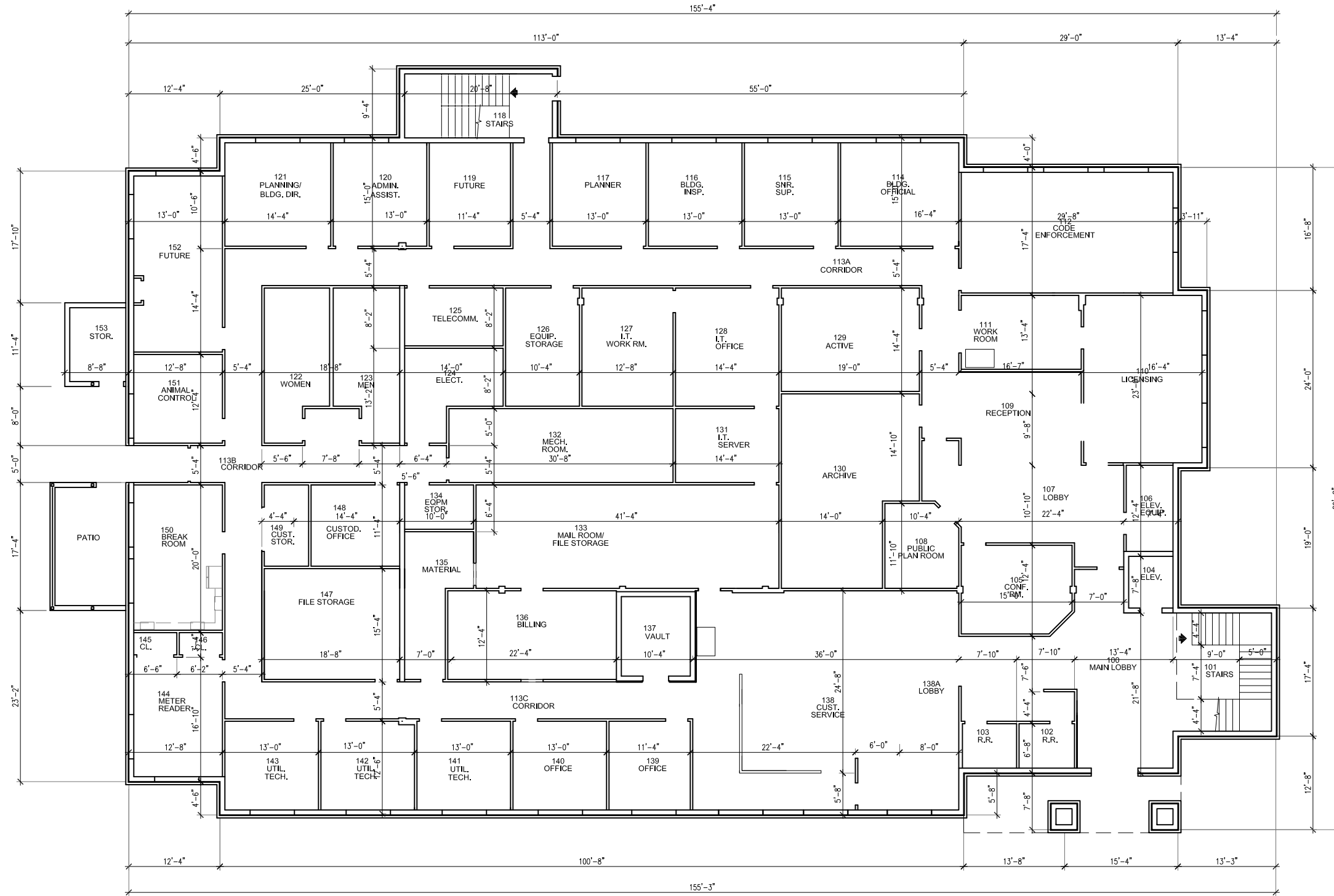
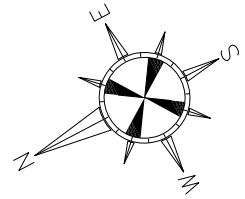
- "Horizontal Surfaces" include telephones, furniture and drinking fountains.
- "Vertical Surfaces" include walls, doors, windows, mirrors, vents, blinds and partitions.
- "Toilets" refers to all fixtures in the washroom including urinals, sinks, soap dispensers and drying fixtures.

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FLOOR PLAN
CITY HALL ANNEX
7,133 SQ. FT. ±
110 SOUTH ARNOLD RD.

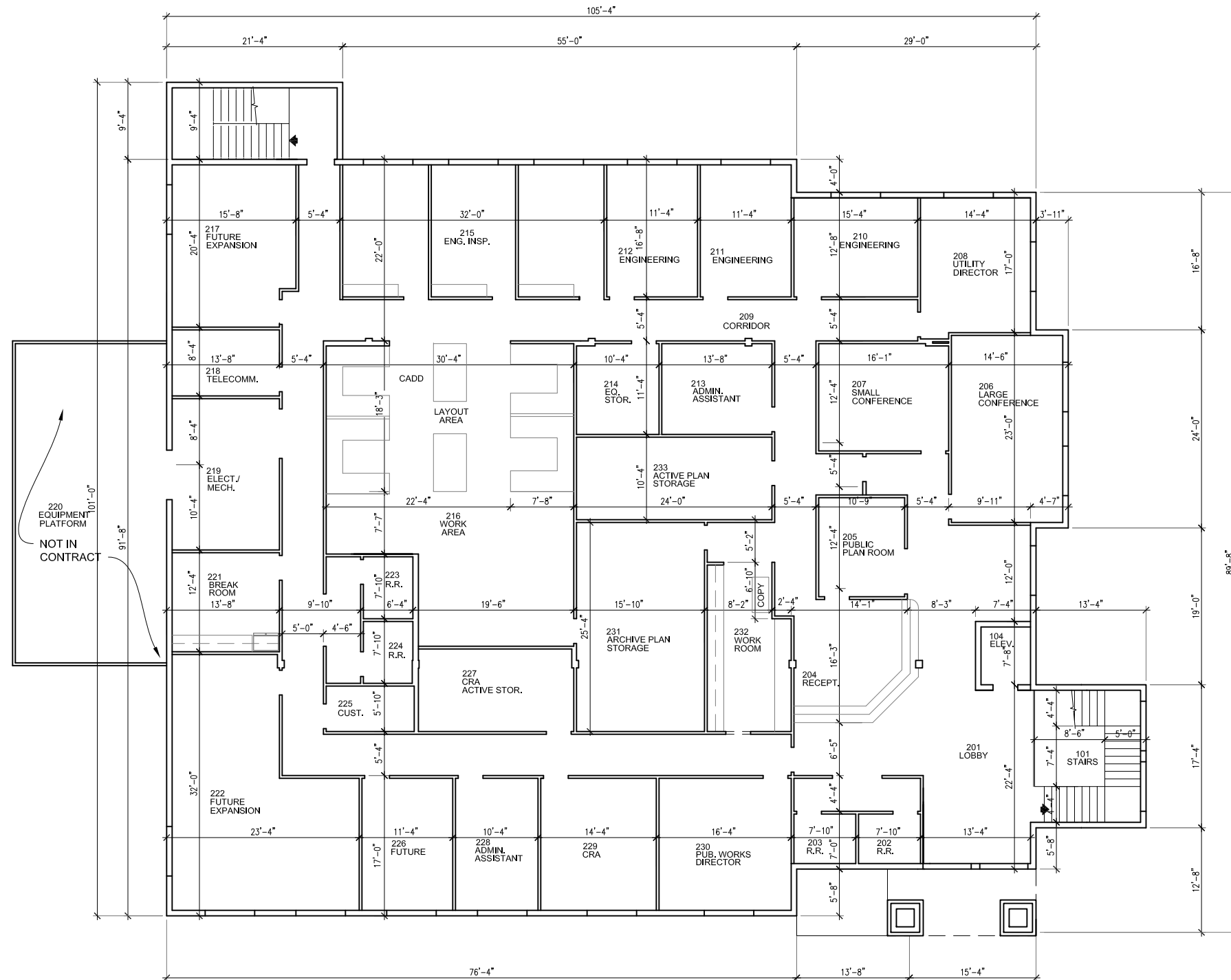
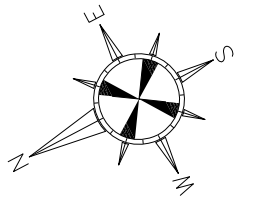
				DATE: 5/19/2016	CITY OF PANAMA CITY BEACH 110 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413	2016 PCB JANITORIAL SERVICES CONTRACT	SHEET NUMBER
NO.	DATE	BY	SCALE: N.T.S.	CITY HALL ANNEX EXHIBIT 2			39
			DESIGNED BY:				
			DRAWN BY: M.A.S.				
			CHECKED BY: A.E.S.				
			FILE NO: CITY HALL EXHIBIT A.dwg				



FIRST FLOOR PLAN
 PUBLIC SERVICES BUILDING
 12,805 SQ. FT. ±
 116 SOUTH ARNOLD RD.

NO.	DATE	BY	DATE: 5/19/2016	CITY OF PANAMA CITY BEACH	2016 PCB JANITORIAL SERVICES CONTRACT	SHEET NUMBER
			SCALE: 1/16" = 1'-0"			
			DESIGNED BY:			
			DRAWN BY: M.A.S.			
			CHECKED BY: A.E.S.			
FILE NO: PUB SRV_BLDG DEPT_1-2 FLR_B1-B2.dwg	110 SOUTH ARNOLD ROAD	PANAMA CITY BEACH, FLORIDA 32413	PUBLIC SERVICES / BUILDING & PLANNING FIRST FLOOR - EXHIBIT 3-A	40		

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SECOND FLOOR PLAN
PUBLIC SERVICES BUILDING
9,600 SQ. FT. ±
116 SOUTH ARNOLD RD.

NO.	DATE	BY	DATE: 5/19/2016
			SCALE: 1/16" = 1'-0"
			DESIGNED BY:
			DRAWN BY: M.A.S.
			CHECKED BY: A.E.S.
			PUB SRV_BLDG DEPT_1-2 FLR_B1-B2.dwg FILE NO:

CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
PANAMA CITY BEACH, FLORIDA 32413

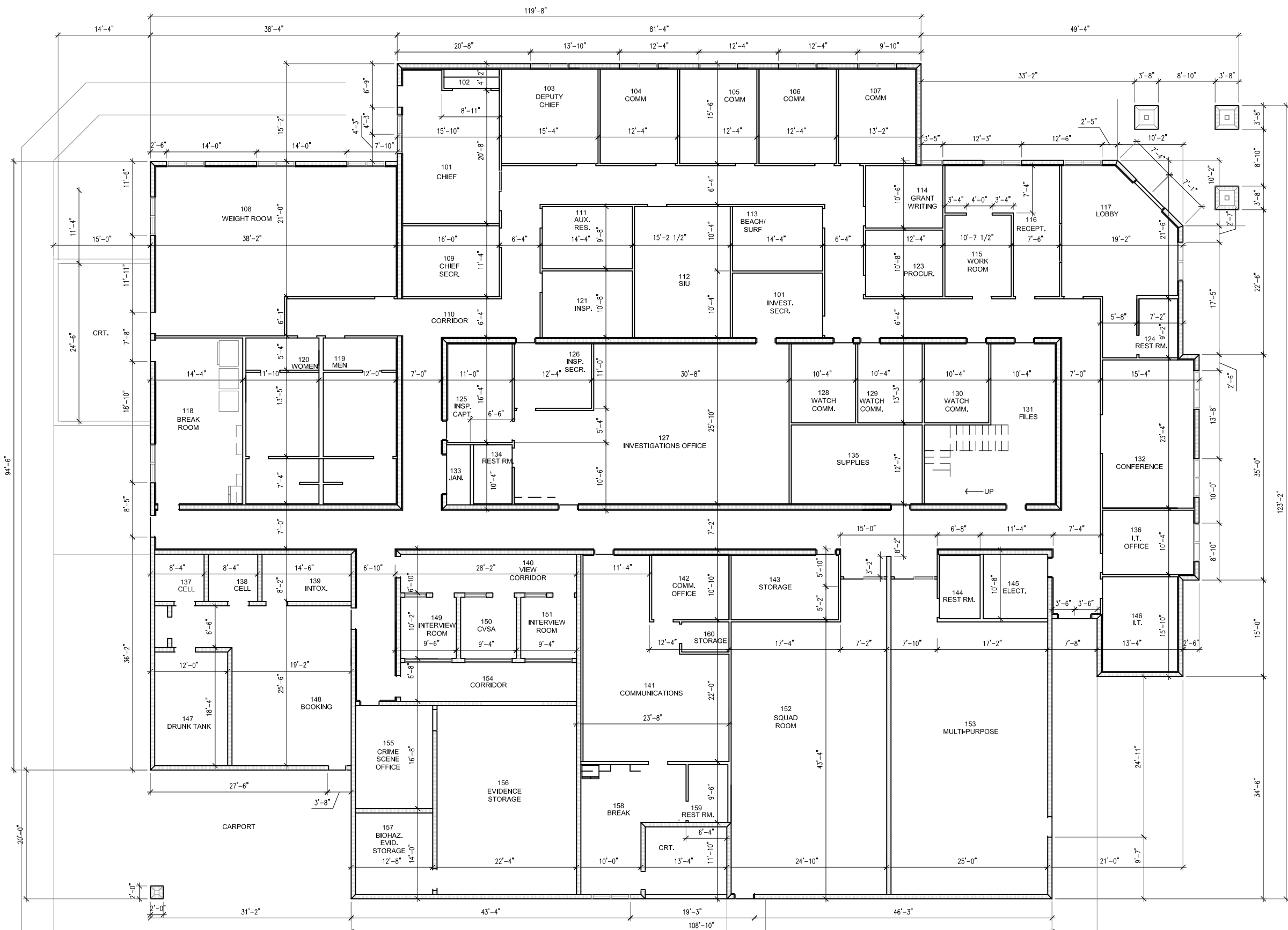
**2016 PCB JANITORIAL SERVICES
CONTRACT**

PUBLIC SERVICES / BUILDING &
PLANNING SECOND FLOOR - EXHIBIT 3-B

SHEET NUMBER

41

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FLOOR PLAN
 POLICE DEPARTMENT
 17,787 SQ. FT. ±
 17115 PCB PARKWAY

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NO.	DATE	BY

DATE:	5/19/2016
SCALE:	1/16" = 1'-0"
DESIGNED BY:	
DRAWN BY:	M.A.S.
CHECKED BY:	A.E.S.
FILE NO:	Dimensioned Floor Plan_POLICE_C1-C2.dwg

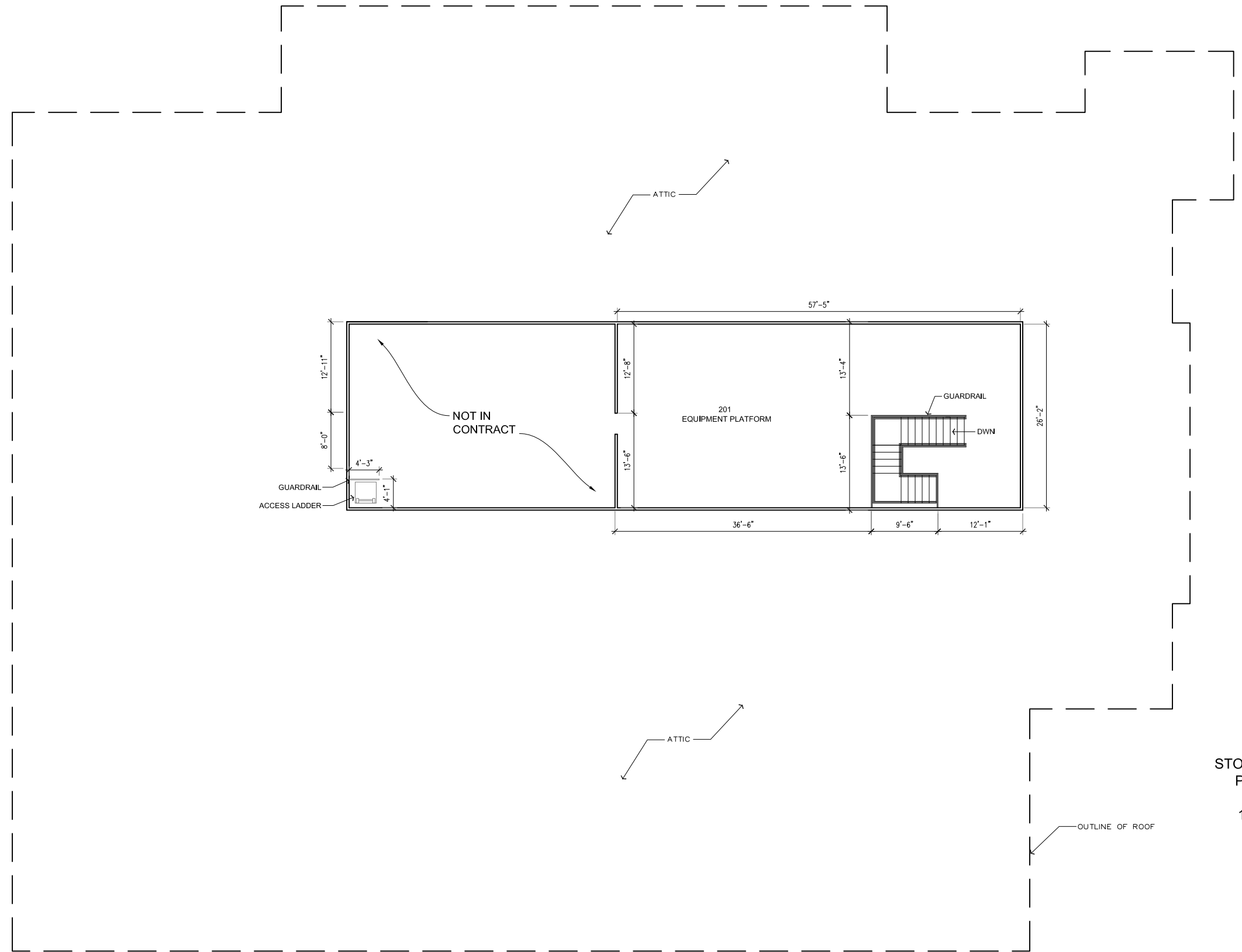
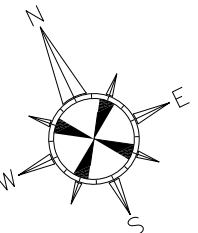
CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

**2016 PCB JANITORIAL SERVICES
 CONTRACT**

FLOOR PLAN - POLICE DEPARTMENT
 EXHIBIT 4-A

SHEET NUMBER
 42



STORAGE MEZZANINE PLAN
 POLICE DEPARTMENT
 1,503 SQ. FT. ±
 17115 PCB PARKWAY

NO.	DATE	BY

DATE: 5/19/2016
 SCALE: 1/16" = 1'-0"
 DESIGNED BY:
 DRAWN BY: M.A.S.
 CHECKED BY: A.E.S.
 FILE NO: Dimensioned Floor Plan_POLICE_C1-C2.dwg

CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

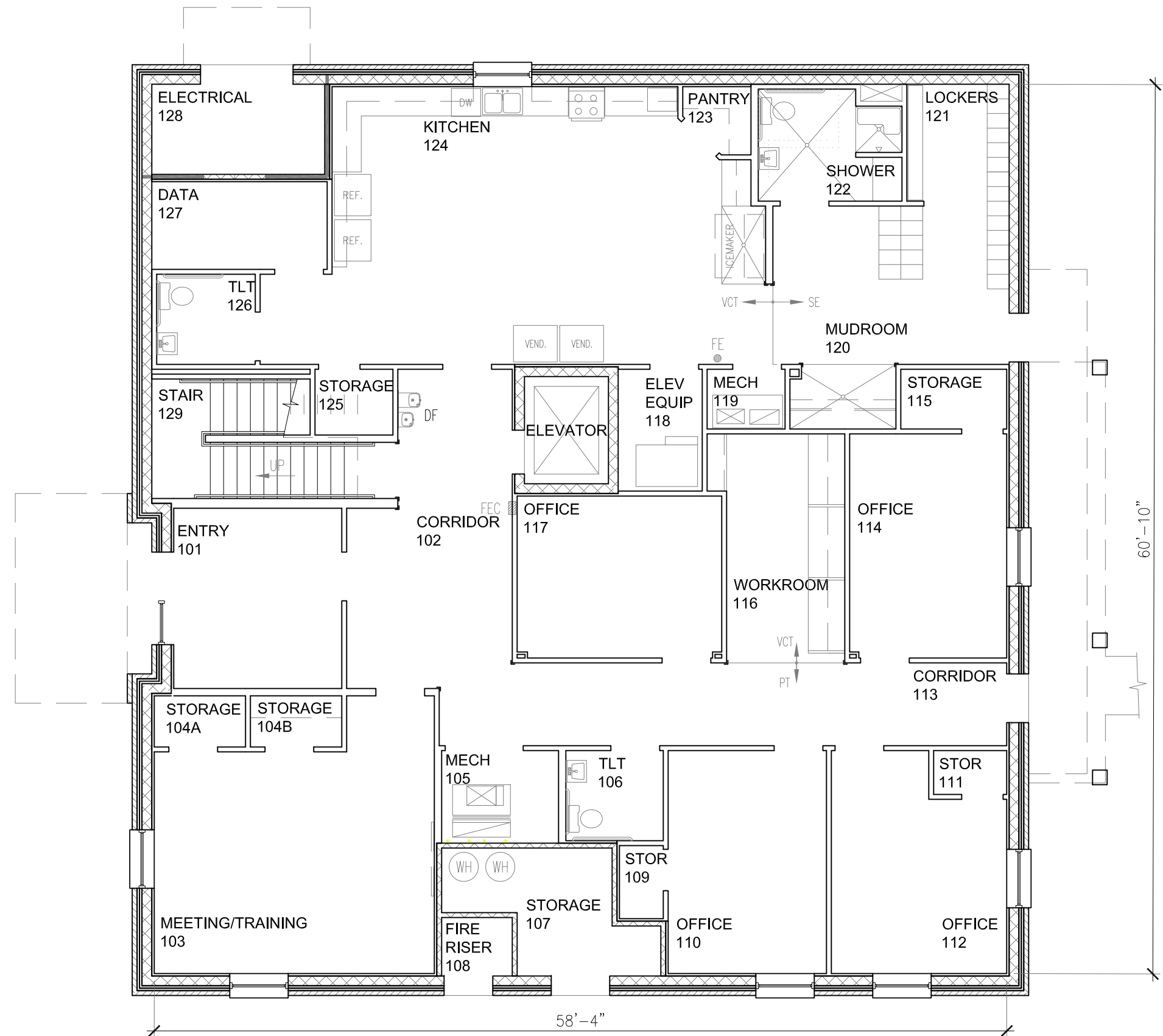
**2016 PCB JANITORIAL SERVICES
 CONTRACT**

STORAGE MEZZANINE PLAN
 POLICE DEPARTMENT - EXHIBIT 4-B

SHEET NUMBER
 43

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FIRST FLOOR PLAN
 WWTP OPERATIONS BUILDING
 3,543 SQ. FT. ±
 206 NORTH GULF BLVD.

NO.	DATE	BY

DATE: 5/19/2016
 SCALE: 1/8" = 1'-0"
 DESIGNED BY:
 DRAWN BY: M.A.S.
 CHECKED BY: A.E.S.
 FILE NO: PCWWT-1ST-Floor_D1.dwg

CITY OF
PANAMA CITY BEACH

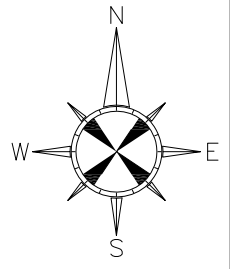
110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

**2016 PCB JANITORIAL SERVICES
 CONTRACT**

WWTP OPERATIONS BLDG.
 FIRST FLOOR PLAN - EXHIBIT 5-A

SHEET NUMBER
 44

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SECOND FLOOR PLAN
 WWTP OPERATIONS BUILDING
 3,539 SQ. FT. ±
 206 NORTH GULF BLVD.

NO.	DATE	BY

DATE: 5/19/2016
 SCALE: 1/16" = 1'-0"
 DESIGNED BY:
 DRAWN BY: M.A.S.
 CHECKED BY: A.E.S.
 FILE NO: PCWTF-2ND-Floor_D2.dwg

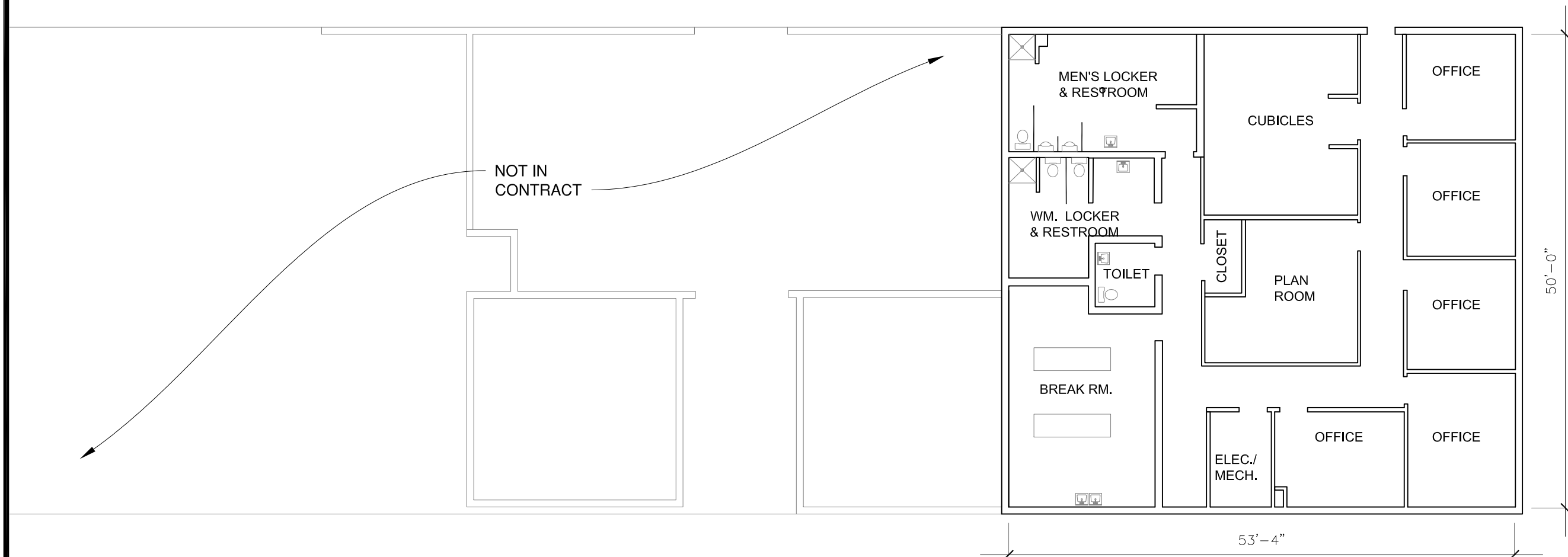
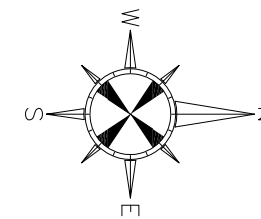
CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

**2016 PCB JANITORIAL SERVICES
 CONTRACT**

WWTP OPERATIONS BLDG.
 SECOND FLOOR PLAN - EXHIBIT 5-B

SHEET NUMBER
 45



FLOOR PLAN
 UTILITIES / PUBLIC WORKS OFFICES
 2,666 SQ. FT. ±
 200 NORTH GULF BLVD.

NO.	DATE	BY

DATE:	5/19/2016
SCALE:	N.T.S.
DESIGNED BY:	
DRAWN BY:	M.A.S.
CHECKED BY:	A.E.S.
FILE NO:	UG UTIL OFFICE_E.dwg

CITY OF
PANAMA CITY BEACH

110 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

**2016 PCB JANITORIAL SERVICES
 CONTRACT**

UTILITIES / PUBLIC WORKS OFFICES
 FLOOR PLAN - EXHIBIT 6

SHEET NUMBER
 46

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PCB 2018 JANITORIAL SERVICES CONTRACT

AGREEMENT

THIS 2018 JANITORIAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the _____. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The “closure date” for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the

Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor

shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - ii. Commercial General Liability. Coverage shall include bodily injury, property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$3,000,000 aggregate.
 - iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
- b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.

- d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: _____, 116 South Arnold Road, Panama City Beach, FL 32413.
- f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,

directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:

Mario Gisbert, City Manager
mgisbert@pcb.gov
110 S. Arnold Road, PCB, FL 32413
850-233-5100

b. As to Contractor:

Contract Representative: _____
Title/Position: _____
Email address: _____

Mailing address: _____
Phone: _____ Cell: _____

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1

(Print Name):

By:

Its: _____

Witness 2 (Print Name):

ATTEST:

Jo Smith, City Clerk

THE CITY OF PANAMA CITY

BEACH, FLORIDA,

a municipal corporation

By: _____
Mario Gisbert, City Manager