CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT INVITATION TO BID

Prepared by:

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

June 7, 2016

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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 10:45 A.M. (CDT) on <u>July 6, 2016</u>. 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, "2016 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 1:00 am (CST) on June 28, 2016 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 17115 Panama City Beach Parkway, Public Services Building at 116 S. Arnold Road, City Hall, 110 S. Arnold Road, WWTP Operations, 206 N. Gulf Blvd. and Utilities/Public Works Offices, 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: swoodcock@pcbgov.com. Inquiries regarding this Bid should be directed to Al Shortt via email to ashortt@pcbgov.com or FAX to (850) 233-5116.

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.

2016 PCB JANITORIAL SERVICES CONTRACT NOTICE TO RECEIVE SEALED BIDS

NOTICE TO PUBLISHER: This legal ad to appear on June 13, 2016 and June 20, 2016

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

Utilities Department Attention: Sheryl Woodcock 110 S. Arnold Road Panama City Beach, Florida 32413

2016 Janitorial Services Contract

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@pcbgov.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

INFORMATION FOR BIDDERS

<u>amount of \$500.00.</u> 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@pcbgov.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.

2016 PCB JANITORIAL SERVICES CONTRACT 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, <u>ashortt@pcbgov.com</u>, 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 ten (10) 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. Tie Bids

In the case of tie bids, monetary as well as all award criteria identified being equal, the award or purchase shall be made to the bidder doing business from a location within the City. If the tie bids are among bidders doing business from a location within the City, the award shall be made based on a lot drawn by the City Manager before at least three witnesses.

13. 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

INFORMATION FOR BIDDERS

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.

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

One original and one copy		 		 								
Addendum Acknowledgement		 	 	 								
Anti-Collusion Clause		 		 	 				 			
Conflict of Interest			 								 	
Drug Free Workplace		 		 	 							
E-Verify			 		 							
Public Entity Crime Form (PUR7068	3) .		 									
Sub-Contractors (if any)	<i>.</i>	 		 	 							
Bid Form		 	 		 							
Bid Deposit		 	 		 	_	_		 			

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 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

QUARTERLY

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

Dust Blinds Clean Windows Inside

ANNUALLY

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

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.

2016 PCB JANITORIAL SERVICES CONTRACT

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 possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

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 consultants 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

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

- b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.
- d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
- e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises,
operations, products and completed operations, independent contractors, contractual
liability covering this agreement contract or lease, and broad form property damage,
and property damage resulting from explosion, collapse or underground (x,c,u)

exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

I. CERTIFICATES OF INSURANCE

- 1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the CITY OF PANAMA CITY BEACH, 110 S. Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.
- 2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.
- 3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
- 4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

insura	If checked ance.	below, ti	ne City	/ requires	the	following	additional	types	O
made than the indefir extend covera	Professiona The Contract ors or omission form of cover ne inception de nitely to cover Coverage should reporting age and with re e a retroactive	or shall puns insuran age is provate of clair prior acts. all be exte period (EF	rchase ce with vided, the ms made nded be aP) of as aggrega	and mainta minimum line retroactive e coverage eyond the pass great dura te limits, or	nin promits of the data of the	ofessional li of N/A per of te of covera ess the prior year either as available equiring that	ccurrence. If ge shall be repolicy was estable by a supplere, and with not any new po	a claiment	S
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Owners Protective Liability Coverage For renovation or construction contracts the Contractor shall provide for the City an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the City. This is redundant coverage if the City is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.
Builders Risk Coverage Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased. The Builders Risk insurance is to be endorsed to cover the interests of all parties including the City and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.
Installation Floater Coverage Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.
Motor Truck Cargo Coverage If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.
Contractor's Equipment Coverage Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.
Fidelity/Dishonesty Coverage for Employer (Contractor)

Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed. M Fidelity/Dishonesty/Liability Coverage for City Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the City. Garage Liability Coverage Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the City's vehicles. Garage Keepers Coverage (Legal Liability Form) Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the City's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance. **Watercraft Liability Coverage** Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity. Aircraft Liability Coverage Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired. The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage. Pollution Legal Liability Coverage N/A Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract. United States Longshoremen and Harbor workers Act Coverage

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.					
Jones Act Coverage The Workers Compensation policy is to be endorsed to include Jones Act					
Coverage for exposures which may arise from this agreement or contract.					

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. 2400 or email ashortt@pcbgov.com prior to submitting your bid to ensure that you have received addendums.

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:	V	
Authorized Signature:		
Printed Name:		
Title:		
Date:		

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), of 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:		a	
Title:			
Date:			

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.

Name of Firm:	Ω	 	
Authorized Signature:		 18	
Printed Name:		 	
Title:			<u> </u>
Date:			

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

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:		

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 toby
	For
	Whose business address is
an	d (if applicable) its Federal Employer Identification Number (FEIN) is
(if	the entity has no FEIN, include the Social Security Number of the individual signing s 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 2871.33 (1)(a), <u>Florida Statutes</u>, 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.

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.

Ву:	
Print n	name:
Its:	
Sworn to and subscribed before me this	day of 20
Personally known C	OR Produced identification
Notary Public- State of	_
	My commission expires
	[printed, typed or stamped Commissioned Name of Notary Public]

END OF SECTION

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 Ad	ddress:	
Work to be performed and arr	nount:	
Subcontractor Name and A	ddress:	
Work to be performed and an	nount:	
Subcontractor Name and A	ddress:	-
Work to be performed and an	nount:	
Name of Firm:		
Authorized Signature:		
Printed Name:		
Title:		
Date:		

2016 PCB JANITORIAL SERVICES CONTRACT BID FORM

Page 1 of 4

business as partnership" or "an	ed and existing under the laws of the State of	t a corporation". "a
work for 2016 P	the Advertisement for Bids, BIDDER hereby pro- CB JANITORIAL SERVICES CONTRACT, a amounts shown on the three (3) attached unit co	as detailed in this
party thereto certi independently, wit	this BID, each Bidder certifies, and in the case fies as to its own organization, that this BID h hout consultation, communication or agreemen with any other BIDDER or with any other compe	nas been arrived at nt as to any matter
	ne contract(s) will be awarded by group to the	
	ě	
Submitted By:	Name of Firm/Contractor Submitting This Bid	
Bid Prepared By:	Name of Individual Who Prepared This Bid	····
Address:		<u>_</u>
Phone:		
Olaman at Aud	inad Danas and the of Eine (Our Land)	Data
Signature of Author	ized Representative of Firm/Contractor	Date

SEAL: (If bid is by Corporation)

CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT PROPOSAL AND BID FORM PAGE 2 OF 4

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
GROUP A -BUILDINGS				
CITY HALL	ALTERNATE DAY CLEANING (3XWEEK)	v	156	₩.
110 S. ARNOLD ROAD.	WEEKLY CLEANING	\$	52	\$
PANAMA CITY BEACH, FL	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	\$
	SEMI-ANNUALLY	\$	2	↔
	ANNUALLY	₩	-	\$
			ANNUAL BID	
			AMOUNT	↔
PIIBLIC SEBVICES	ALTERNATE DAY CLEANING		(1	*
	(3X/WEEK)	₩	156	∕
116 S. ARNOLD ROAD,	WEEKLY CLEANING	\$	52	↔
PANAMA CITY BEACH, FL	MONTHLY CLEANING	\$	12	\$
	QUARTERLY CLEANING	\$	4	↔
	SEMI-ANNUALLY	\$	2	\$
	ANNUALLY	€	1	\$
			ANNUAL BID	
			AMOUNT	\$
POLICE DEPARTMENT	ALTERNATE DAY CLEANING	(156	
17115 PANAMA CITY	WEEKLY CLEANING	₩ €	52	₩
SEACH PKWY, PANAMA	MONTHLY CLEANING	()	12	₩
CITY BEACH, FL	QUARTERLY CLEANING	φ.	4	\$
	SEMI-ANNUALLY	₩	2	\$
	ANNUALLY	€	1	\$
			ANNUAL BID	U
				•

CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT PAGE 3 OF 4 PROPOSAL AND BID FORM

EXTENSION								2							2
		↔	↔	8	8	8	↔	↔	\$	↔	↔	↔	↔	₩	8
NO. OF EVENTS PER YEAR		156	52	12	4	2	1	BID AMOUNT	156	52	12	4	2	+	BID AMOUNT
COST PER CLEANING EVENT		\$	\$	₩.	↔	\$	\$		₩	\$	\$	\$	8	€9	
DESCRIPTION		ALTERNATE DAY CLEANING (3X/WEEK)	WEEKLY CLEANING	MONTHLY CLEANING	QUARTERLY CLEANING	SEMI-ANNUALLY	ANNUALLY		ALTERNATE DAY CLEANING (3X/WEEK)	WEEKLY CLEANING	MONTHLY CLEANING	QUARTERLY CLEANING	SEMI-ANNUALLY	ANNUALLY	
FACILITY	GROUP B BUILDINGS	UTILITIES/PUBLIC WORKS OFFICES	200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL						WWTF OPERATIONS BUILDING	206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL					

PROPOSAL AND BID FORM CITY OF PANAMA CITY BEACH 2016 PCB JANITORIAL SERVICES CONTRACT PAGE 4 OF 4

	BID SUMMARY	
	10	ANNUAL BID COST*
GROUP A BUILDINGS		
CITY HALL	110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL.	€9
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	49
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.