



**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4146; FAX: (352) 754-3497
Email: nikitra.king@watermatters.org
Posted: July 12, 2019**

**REQUEST FOR BIDS (RFB) 1909
FOR
DISTRICTWIDE JANITORIAL SERVICES**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for the Districtwide Janitorial Services. The District desires to obtain competitive prices for Janitorial Services for three (3) District Service Offices (Brooksville, Florida, Tampa, Florida, and Sarasota, Florida). The services are more specifically described in this Request for Bids (RFB). The successful Bidder, hereinafter Contractor, will deliver the required services and render the required goods/services F.O.B. destination.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

Pre-Bid Conference/Site Visit – Day 1

July 25, 2019

9:30 a.m. Eastern Time
Brooksville Headquarters
2379 Broad Street, Building 1
Brooksville, Florida 34604

July 25, 2019

1:00 p.m. Eastern Time
Tampa Service Office, Building 1
7601 U.S. Highway 301
Tampa, Florida 33637

Pre-Bid Conference/Site Visit – Day 2

July 26, 2019

10:00 a.m. Eastern Time
Sarasota Service Office, Building 1
6750 Fruitville Road
Sarasota, Florida 34240

All interested parties are required to be represented at the pre-bid conference and the site visit. The purpose of this conference is to allow potential Bidders an opportunity to present questions to staff and obtain clarification of the requirements of this solicitation and to view the service office locations. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is mandatory to qualify as a Bidder. Minutes of the conference and site visit will not be created.

A site visit at the Service Offices will follow the pre-bid conference. Interested parties must contact Nikitra King at the Southwest Florida Water Management District at 352-796-7211, ext. 4146 or by email at nikitra.king@watermatters.org prior to their planned visit dates.

If there are any reference documents (Maps, Technical Specifications, Drawings, etc.), they will be available for review and download in PDF format at <http://www.watermatters.org/procurement> and www.demandstar.com.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RFB 1909
DISTRICTWIDE JANITORIAL SERVICES**

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PART I – INTRODUCTION

The Southwest Florida Water Management District is seeking janitorial services from a qualified janitorial contractor with a written substantiable cleaning program, for its Brooksville, Tampa, and Sarasota Service Offices. The scope of work includes furnishing the required labor, supervision, transportation, tools, equipment, materials and cleaning supplies necessary to accomplish janitorial services in accordance with this solicitation.

- 1.1 **INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Bidders receiving solicitations from the District's Internet website are responsible for regularly checking the website for any changes or addenda.
- 1.2 **AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to, and participation in, the District's programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
- 1.3 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB must be sent to the District at the address set forth in the heading of this RFB, and to the Bidder at the address stated on the Bid Response Form.
- 1.4 **QUESTIONS.** All questions or clarifications concerning this RFB shall be submitted in writing to the District's Procurement Office by e-mail: nikitra.king@watermatters.org or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than seven (7) working days prior to the bid opening date. Bidders are responsible for regularly checking the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 **BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form with all blanks filled in. To be considered a valid bid, two (2) signed ORIGINALS (marked original), and one (1) USB flash drive containing an exact Adobe™ Portable Document Format File (.PDF) must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Wednesday, August 14, 2019 at 2:00 p.m. ET (Eastern Time)**. Bids that are not received by this specified due date and time will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this due date and time and will remain binding upon the Bidder for a period of 90 days thereafter.
- 1.6 **DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Bidders receiving the RFB from the District's Internet website are responsible for regularly checking the website for any changes or addenda related to this RFB.
- 1.7 **CANCELLATION.** The District reserves the right to cancel the RFB and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all Bidders. No Bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids.

- 1.8 **BID WITHDRAWAL.** Bids may only be withdrawn prior to the specified due date and time set forth in Paragraph 1.5, Bid Receipt and Opening, if the District receives a signed written request to withdraw a bid from an authorized representative of the Bidder.
- 1.9 **BID SIGNATURE AND FORM.** An authorized representative of the Bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the Bidder must be initialed.
- 1.10 **SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and the specified due date in Paragraph 1.5, Bid Receipt and Opening, must be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the **outer** envelope.
- 1.11 **REJECTION OF BID.** The District reserves the right to reject any and all bids, or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscured or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 **LUMP SUM PRICE BID.** The lump sum price bid must be written on the Bid Response Form and include the bid breakouts where indicated. The bid price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.
- 1.13 **RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.
- 1.14 **BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of the Bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.

The District will award the contract in accordance with Paragraph 4.1, Basis for Award of Agreement.

- 1.14.1 The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.

- 1.14.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.
- 1.15 **BID PROTESTS.** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.16 **PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor, purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein.
- 1.17 **AGREEMENT.** By submitting a bid, the Bidder agrees to all the terms and conditions of this RFB, including the Agreement Terms and Conditions (Attachment 5). If a Bidder desires to propose a change to a term or condition, the Bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. The District's execution of the Bid Response Form of the Contractor shall result in a binding agreement without further action by either party. The Contractor must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded the contract. The Agreement will consist of the terms and conditions of this RFB, including all attachments and addenda, and the Contractor's response. Any changes to the Agreement must be agreed to through a formal written amendment.
- 1.18 **SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing the Bid Response Form, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Bidder's bid.
- 1.19 **PUBLIC ENTITY CRIMES.** In accordance with Section 287.133(2)(a), F.S., the Contractor warrants that is it has not been placed on the convicted vendor list within the past 36 months.

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PART II - GENERAL CONDITIONS

2.1 DEFINITIONS - N/A

2.2 TERM. The term of the Agreement will be for three (3) years with the option of two (2) one-year renewals, unless terminated or amended. Renewals must be in writing, made by agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the District's Facility Manager or designee and will be subject to the availability of funds. All fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.

2.3 TAXES. The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Bidder in accordance with Florida and federal law.

2.4 ESTIMATED QUANTITIES. Unless otherwise specified, the quantities provided in this solicitation for various items are approximate only and subject to increase or decrease as needed for the services. The bidder will perform a complete and finished job of the scope designated in the Agreement whether the final quantities are more-or-less than those estimated. The Bidder will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the bid price(s) submitted in the response to this RFB.

2.5 PROTECTION OF WORK AND PROPERTY. The Contractor will continuously maintain adequate protection of all its work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the work. The Contractor will adequately protect and maintain all passage-ways, guard fences, lights and other facilities for safety protection required by public authorities or local conditions; and all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

2.6 INSURANCE. See Attachment 5, Agreement Terms and Conditions.

2.7 BACKGROUND CHECKS. The District will require the Contractor to perform a background check on all persons assigned to perform work for the District on behalf of the Contractor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE) and such additional background checking as the Contractor may deem appropriate. At a minimum, the Contractor must obtain a Level One (1), or equivalent, written background checks. The Contractor is responsible for costs associated with the background checks. Written FDLE background checks must be submitted prior to Contractor's employees working at the District. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055, F.S. for further detail about statutory requirements).

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PART III – SCOPE OF SERVICES

3.1 SERVICES TO BE PROVIDED.

General Description:

This solicitation is for the provision of janitorial services for the following service office locations:

SERVICE OFFICE	SQUARE FEET (Approx.)	ADDRESS
Brooksville Headquarter (14 Buildings)	92,980	2379 Broad Street Brooksville, Florida 34604
Tampa Service Office (5 Buildings)	38,528	7601 U.S. Highway 301 Tampa, Florida 33637
Sarasota Service Office (1 Building)	17,640	6750 Fruitville Road Sarasota, Florida 34240

Note: The Sarasota Service Office is currently for sale. In the event the Sarasota Service Office is sold, the janitorial services under this RFB between the District and the awarded Contractor for the Sarasota Service Office location will utilize the calculated square footage pricing for the negotiation of services. The Contractor will be notified in writing of this action.

3.2 DEFINITION OF TERMS.

- 3.2.1 Business Days: Monday through Friday, excluding District holidays.
- 3.2.2 Business Hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 3.2.3 Bi-weekly Basis: Every other week.
- 3.2.4 Calendar Days: All days, including weekends and holidays.
- 3.2.5 Daily Basis: Every Business Day.
- 3.2.6 Routine Tasks: Nightly routine will be performed Monday through Friday, between the hours of 5:00 p.m. and 12:00 a.m., excluding District observed holidays.
- 3.2.7 Project Work: Work that is required on an as-needed basis (as determined by the District's Facility Manager, or designee, in his sole discretion), monthly, quarterly or semi-annual basis. Project work will be performed Monday through Friday, between the hours of 5:00 p.m. and 12:00 a.m., or during scheduled weekends.
- 3.2.8 Quarterly: A three-month period of the contract term, coinciding with the District's fiscal year (10/1 through 9/30).
- 3.2.9 Semi-Annual: A six-month period of the contract term, coinciding with the District's fiscal year.

3.3 SERVICE HOURS.

- 3.3.1 The District's normal work hours are Monday-Friday, 6:00 am to 6:00 pm. Portions of work within this scope will be required to be performed during unoccupied hours to prevent disruption of daily operations of the District employees.
- 3.3.2 The Brooksville Campus will require one (1) full time day porter for a total of 8 hours per day, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District observed holidays. Day porter services are to only be used for items outlined within Section 3.5.1, Day Porter Services, or for additional needs as requested by the District Facilities Manager or designee.

3.3.3 Nightly janitorial services shall be accomplished between the hours of 5:00 p.m. and 12:00 a.m., Monday through Friday, excluding District observed holidays.

Minimum nightly service hours per site:

- Brookville: 28 hours
- Tampa: 14 hours
- Sarasota: 6 hours

3.4 **CONTRACTOR STAFFING REQUIREMENTS.**

3.4.1 Contractor Requirements

- The Contractor is required to have been in business for a minimum of five (5) years.
- The Contractor must have and maintain a substantiable cleaning program.

3.4.2 Background Checks/Training

- Background checks shall be performed in accordance with Section 1.20 of this RFB.
- The Contractor shall provide all janitorial employees with training and will provide the District with training logs.

3.4.3 Staff Requirements

- Staff must always be provided supervision by a contracted company employee.
- Staff shall be competent, trustworthy, and properly trained for the work requirements of this solicitation.
- The Contractor shall schedule staff to work the total number of hours required to accomplish all daily/nightly tasks.
- All staff shall be dressed in uniforms authorized by the Contractor and approved by the District. The uniform shirt must have the Contractor's name printed on them. Staff shall be clean and neat in appearance, and appropriately attired with uniforms and safety shoes during the performance of services. Identification badges shall always be visible while on District property.
- Use of cellular/mobile phones for personal use by Contractor staff is prohibited during working hours.
- All managerial staff must be employees of the Contractor. Subcontractors or independent contractors shall not be utilized to fill the supervisory requirements of the Agreement.

3.4.4 Site Supervisor(s) Responsibilities

- The Contractor shall designate in writing the names of all persons who will be assigned as Site Supervisors with full authority to administer the terms of the Agreement.
- The Site Supervisors shall have a minimum of three (3) years supervisory experience in the institutional/commercial janitorial field.

- The Site Supervisors will be required to verify thoroughness and cleanliness of the facilities after each service prior to dismissal of Contractor's staff.
- The Site Supervisors must always be physically present on property when services are being performed and/or when any Contractor staff are present.
- The Site Supervisors shall be responsible for verifying perimeter doors and windows of buildings are secured after completion of work in each building on a daily basis.
- The Site Supervisors shall have a thorough knowledge of the requirements of the Agreement and the operation of the equipment and materials to be used in order to both properly train and direct staff in their individual tasks.

3.4.5 Staff Roster

Once awarded, the Contractor must provide a staff roster to the District Facility Manager or designee indicating the number and names of staff assigned to perform the work as specified in the Agreement. Any changes during the contract term will also need to be provided. New or additional supervisory staff shall personally contact the District Facility Manager to arrange for a brief introductory meeting within the first week of assignment. Resumes may be requested of those staff who will have a direct role in the performance and supervision of this Agreement. The Contractor must indicate the specific qualifications of each individual and the role they will play for the duration of the Agreement. Unauthorized persons will not be permitted onto District sites. This includes unauthorized staff, as well as friends, children or any other relative(s) of the authorized staff.

3.4.6 Cleaning Products and Equipment

The lowest responsive, responsible Bidder will submit its proposed cleaning products and equipment specifications prior to final award so the District may verify compliance with this RFB.

- The Contractor will be responsible for all equipment, safety, and cleaning supplies needed for cleaning and servicing the buildings. Equipment and cleaning supplies shall be of good commercial quality acceptable in the janitorial profession and acceptable by the District. If used tools and equipment are provided, they will be in excellent condition and must be approved by the District's Facilities Manager or designee. The supplies include, but are not limited to, the following: vacuum cleaner bags, disinfectant, floor cleaning products, deodorizers, gloves, and toilet cleaning products.
- The Contractor shall use floor and carpet maintenance products that are recommended by a respective flooring and carpet manufacturer. Carpet care equipment shall meet or exceed the following specifications and be submitted for District approval:
 - Upright Vacuum: Windsor Model Versamatic Plus14/18 HEPA
 - Backpack Vacuum: Windsor Model Vac Pac 6/10 HEPA
 - Walk-Behind Extractor: Windsor Clipper 12
 - Compact Extractor: Windsor Priza
 - Space Vacuum: Windsor Model WAV-Wave with HEPA option
 - Air Mover/ Carpet Dryer: Windsor, Model AM Air Movers
- All cleaning products and equipment shall meet or exceed the requirements contained within this section. The District may approve the use of additional products as needed. The Contractor shall maintain a minimum on-site inventory equal to a two-week stock of all cleaning products and supplies at all times.

The District will supply each site with disposable goods to include toilet paper, seat covers, paper towels, garbage bags, waste/trash bags, feminine hygiene wax bags, urinal screens, and hand soap and sanitizers.

3.5 ROUTINE WORK TASKS AND FREQUENCIES.

DAILY BASIS

3.5.1 Day Porter Services (During Business Hours, Monday through Friday, excluding District holidays.)

- Clean all restrooms, at a minimum, once daily, this includes but is not limited to, toilets, sinks, counter tops, stall walls, and floors.
- Refill all dispensers (hand towels, toilet tissue, toilet seat covers, hand soap and sanitizers, deodorizers) as needed throughout the day.
- Spot clean public areas, such as floors, doors, windows, tables, as needed and/or requested by the District Facility Manager or designee.
- Clean secured areas, such as the Human Resources or Information Technology suites, during normal working hours.
- Wash and sterilize all drinking fountains.
- Empty trash receptacles in conference rooms and public areas as needed throughout the day and return them to their original locations.

3.5.2 Restrooms, Break-Rooms, Lobbies and Public Areas (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Gather/empty trash (paper and cardboard) and recyclable materials and place them in the proper outside receptacles/bins.
- Clean, sanitize, and polish all fixtures, basins, dispensers, and chrome fittings.
- Clean all mirrors and frames.
- Dust, clean and sanitize all walls, doors, doorframes, partitions, sills, ledges and counters.
- Clean and sanitize the inside and outside of all toilet bowls, toilet seats, urinals, and napkin receptacles, stall walls, tile walls.
- Refill all dispensers (hand towels, toilet tissue, toilet seat covers and hand soap).
- Vacuum clean all carpeted areas and spot clean to remove stains.
- Clean both sides of all glass doors with a streak-free glass cleaner.
- Clean and remove fingerprints and/or any other markings from solid doors, light switch plates, walls, door hardware, and glass partitions and windows.

3.5.3 Floor Maintenance (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Sweep, mop, disinfect or vacuum all entrances, thresholds, stairwells, concrete floors, supply rooms and handicapped ramps.
- Clean all baseboards and cove bases.
- Thoroughly damp mop all composition and tile floors.
- Sweep and mop all hallways composition/vinyl, and ceramic tile located throughout the buildings including but not limited to, lobbies, cafeteria, loading dock area, vending area, main and secondary entrances daily.
- Clean and sanitize all mops and hang to dry at a location agreed upon with the District Facilities Manager or designee.

3.5.4 Office Areas (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Gather/empty trash (paper and cardboard) and recyclable materials and place them in the proper outside receptacles/bins. After emptying trash cans and recycling bins, return them to their original locations. The liners of trash receptacles with food debris shall be replaced nightly.
- Spot clean or vacuum carpeted areas as needed to remove loose dirt or stains.
- Clean and remove dust and fingerprints from doors, light switch plates, walls, and all glass partitions.
- Properly arrange chairs in offices after cleaning is completed.
- Clean and polish elevator cab doors/walls inside and outside daily.
- Clean elevator door thresholds at each landing.
- Wet-mop and sanitize floors and elevator cab floor with disinfectant cleaner.

3.5.5 Floor Maintenance (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Sweep, mop, disinfect or vacuum all entrances, thresholds, stairwells, concrete floors, supply rooms, and handicapped ramps.
- Clean all baseboards and cove bases.
- Thoroughly damp mop all composition and tile floors.
- Sweep and mop all hallways composition/vinyl, and ceramic tile located throughout the buildings including but not limited to, lobbies, cafeteria, loading dock area, vending area, main and secondary entrances.
- Clean and sanitize all mops and hang to dry at the location agreed upon with the Facilities Manager or the designated District Representative.

WEEKLY BASIS

3.5.6 Office Areas (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Sanitize telephones.
- Dust and remove any spots/stains on all horizontal or vertical blinds and dust all window blinds.
- Dust all flat surfaces, desks, tables, file cabinets, credenzas, bookcases, chairs, chair bottoms and other office furniture.
- Clean and sanitize waste containers.
- Vacuum clean all carpeted areas.
- Clean both sides of all office partitions glass weekly from top to bottom.
- Spot clean and vacuum all furniture.
- **Janitorial employees must not move/disturb any personal or work items on staff's desks, tables, or shelves.**

3.5.7 Restrooms, Break-Rooms, Lobbies and Public Areas (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Replace urinal pads/blocks with new urinal pads/blocks in the men's room as needed.
- Wipe clean and dust all vending machines in breakrooms.
- Dust counters and all other flat surfaces, computer equipment and telephones.
- Remove spider webs from ceilings, wall corners and stairwells.
- Spot clean marks and fingerprints from walls and doorframes.
- Dust all windowsills, doorframes, open ledges.
- Dust all ornamental wall decorations, pictures, charts, tops of doorframes, open ledges, chalkboards, white boards, and all window blinds.

3.5.8 Sidewalks and Exterior Areas Adjacent to the Buildings (NIGHTLY BETWEEN THE HOURS OF 5:00 p.m. – 12:00 a.m.)

- Remove spider webs, dirt daubers, and wasp nest from building entrances.

MONTHLY AND AS NEEDED BASIS

3.5.9 Office Areas (Monthly - As Needed, See definition of Project Work in Section 3.2.7)

- Damp-mop/clean the chair mats, as appropriate to the material, within the first week of each month.
- Clean all supply, return, and exhaust air grilles within first week of each month.

3.5.11 Restrooms, Break-Rooms, Lobbies and Public Areas (As Needed, See definition of Project Work in Section 3.2.7)

- Damp-clean doors, door frames, corner posts, and handrails.
- Clean all supply, return, and exhaust air grilles within first week of each month;
- Dust overhead hanging light fixtures within the first week of each month.

3.5.12 Floor Maintenance (As Needed, See definition of Project Work in Section 3.2.7)

- Buff all composition/vinyl tile floors.

QUARTERLY BASIS

3.5.13 Restrooms, Breakrooms, Lobbies and Public Areas (As Needed, See definition of Project Work in Section 3.2.7)

- Perform high dusting within the first week of each quarter.

3.5.14 Floor Maintenance

- Machine-clean all tile grout.
- Strip, re-wax and machine buff all composition/vinyl tile floors.

SEMI-ANNUAL BASIS

3.5.15 Office Areas

- Vacuum and spot clean cubical vertical surfaces.
- Clean the inside of all exterior windows.

3.5.16 Floor Maintenance

- Carpet areas must be cleaned by extraction to the industry standards. The initial cleaning must be completed within the first month of the contract execution and every six (6) months thereafter.

3.6 EMERGENCY/BUILDING AND MAINTENANCE PROBLEMS.

- 3.6.1 The District's Facility Manager or designee will be the primary point of contact in case of an emergency. The Contractor will be provided the name and contact information of the District Facility Manager and designee upon award of the contract.
- 3.6.2 If the nature of the emergency requires calling 9-1-1, the District Facility Manager or designee must also be called upon completion of the 9-1-1 call.

3.7 CONTRACTOR RESPONSIBILITIES.

In addition to other responsibilities set forth in this solicitation, the Contractor shall be responsible for the following:

- 3.7.1 Within one month of contract execution date, provide the District's Facility Manager with documentation of the Contractor's Training Program along with a list of cleaning products and equipment.
- 3.7.2 The Contractor shall be responsible for training employees on the use of the security system.
- 3.7.3 Provide each employee used in the performance of services with adequate training to competently and safely perform the services.
- 3.7.4 Maintain a training record for each employee. The training record will show, at a minimum, the employee's name, date of employment, the type and date of each training class attended.
- 3.7.5 Ensure all employees prominently wear ID tag provided by the District always while on site of the District.
- 3.7.6 The Contractor shall provide a log-in sheet and the janitorial Site Supervisor, and employees shall log-in, by name indicating time-in and time-out daily.
- 3.7.7 The Contractor's janitorial Site Supervisors shall meet with the District's Facility Manager, or designee, the second week of each month and additionally as requested.
- 3.7.8 Material Safety Data Sheets for all chemicals used in the service offices are required to be readily available to all janitorial staff, and to be supplied to the District's Facility Manager, or designee.
- 3.7.9 Only required cleaning supplies and equipment may be stored on the site in designated locations. The Contractor is solely responsible for securing all cleaning supplies and equipment. The District is not responsible for loss, theft, nor damage to any equipment or cleaning supplies.
- 3.7.10 Janitorial closet must be maintained in a clean and orderly manner at all times. Label the storage locations on shelves in each janitorial closet for chemicals, small tools, and supplies. Identify all equipment and tools required for specific assignments within the building.
- 3.7.11 Internal doors that are routinely kept locked for security purposes must always be locked upon completion of work assignment.
- 3.7.12 All exterior doors shall be locked while work is being performed. All exterior doors are to be locked upon leaving the premise and alarm systems are to be activated.
- 3.7.13 All lights with the exception of night lights, are to be shut off upon completion of work.
- 3.7.14 The Contractor shall be responsible for all false alarm charges directly attributable to the janitorial employees.
- 3.7.15 Employees shall not be allowed to bring any items (other than job-related items) into the buildings.
- 3.7.16 Employees shall not have visitors during the work shift.
- 3.7.17 Employees shall not provide access into the building to anyone.
- 3.7.18 The Contractor's employees must be bonded for fidelity in accordance with the Insurance Paragraph in Attachment 5, Agreement Terms and Conditions.

3.8 ADDITION/DELETION OF TASKS.

The District reserves the right to add or delete tasks performed and change the frequency the tasks are required to be performed under the Agreement. All additions or deletions shall be specified in writing

to the Contractor. Deletions or reduction in frequencies shall result in a reduced monthly charge to the District. The cost of additions or deletions will be negotiated with the Contractor, and the Agreement will be appropriately amended to reflect such new costs.

3.9 ADDITION/REDUCTION IN SQUARE FOOTAGE MAINTAINED.

The District reserves the right to add or reduce square footage to be serviced under this Agreement. The dollar amount per square footage shall be calculated based off pricing for the affected service location from the Bid Response Form. The square footage price will be multiplied by the total area to calculate the adjusted pricing for the Service location.

3.10 OTHER REQUESTED SERVICES.

The District's Facility Manager or designee may on occasion request janitorial services to be scheduled at times other than those normally scheduled per the Agreement. Advance notice of schedule change(s) will be provided to the Contractor by the District's Facility Manager or designee at least 24 hours in advance.

3.11 DISTRICT FACILITY MANAGER RESPONSIBILITIES.

- 3.11.1 The District's Facility Manager will be the main point of contact.
- 3.11.2 Review and approve all invoices submitted.
- 3.11.3 Provide the required building access cards, keys and security codes to the Contractor for access to campus buildings to provide services.

3.12 REPORTING REQUIREMENTS.

The Contractor shall provide the following:

- 3.12.1 The Contractor's Site Supervisor shall complete two (2) weekly random quality assurance inspections per service location to ensure compliance with the Agreement. Findings of inspections will be noted within the Monthly Quality Evaluation report. The District's Facility Manager or designee reserves the right to inspect completed work and will notify the Contractor of any work that needs to be corrected within two (2) working days.
- 3.12.2 The Contractor shall submit a Monthly Summary Report with the results of the quality assurance inspections along with identifying the amount of disposable supplies used at each Service Location. The Contractor shall submit a draft of a "Monthly Quality Evaluation" form to the District's Facilities Manager for approval prior to using the form.

3.13 CONTRACT METHOD OF PAYMENT.

- 3.13.1 The Contractor will submit a properly completed invoice to the District monthly in accordance with Subparagraph 4.2 of the Agreement Terms and Conditions (Attachment 5).
- 3.13.2 The following documents shall be submitted with the itemized invoice:
 - Current roster of staff assigned to the Agreement.
 - Monthly Quality Evaluation Form.
- 3.13.3 The District may require additional information from the Contractor that the District deems necessary to verify that the goods and/or services have been rendered under the Agreement

3.14 STAFFING CHANGES.

The Contractor's assigned staff for the Agreement are considered essential by the District. The Contractor shall notify and obtain written approval from the District for the proposed substitution no less than five (5) business days prior to substitution. The District, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

3.15 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION.

After receipt of a Notice of Termination, and except as otherwise specified by the District, the Contractor shall schedule with the District's Facility Manager within two (2) business days to pick up any Contractor owned equipment from District Service Offices. Equipment is to be removed from District properties no later than two (2) business days from Notice of Termination. All disposable supplies are to remain at District Service Offices.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT. The District will award the contract to the lowest responsive, responsible Bidder. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 SATISFACTORY REFERENCES. Bid references must be provided as required by this RFB. References shall not contain projects related to the District.

4.1.2 ACKNOWLEDGMENT OF ADDENDA. Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

4.1.3 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Subparagraph 4.1.3.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive.

4.1.3.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Reference Form
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Public Entity Crimes Statement

4.1.3.2 Reference Documents:

- Attachment 5 - Agreement Terms and Conditions
- Attachment 6 - Building Square Footage for Each Location

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ATTACHMENT 1
BID RESPONSE FORM
FOR
BID NUMBER RFB 1909

Provide costs in the areas where requested below. The Bidder understands that the quoted rates must include all Bidder's costs including labor, supervision, transportation, tools, equipment, materials and cleaning supplies.

CONTRACT YEAR 1

- | | |
|---|---------------------------------|
| 1. Brooksville Service Office (excludes Day Porter) | Total Cost Year 1 \$ _____ |
| Day Porter | Day Porter Cost Year 1 \$ _____ |
| 2. Tampa Service Office | Total Cost Year 1 \$ _____ |
| 3. Sarasota Service Office | Total Cost Year 1 \$ _____ |

TOTAL COST FOR YEAR 1

Words (i.e. Ten Dollars and Zero Cents):	Numbers (i.e. \$10.00):

CONTRACT YEAR 2

- | | |
|---|---------------------------------|
| 1. Brooksville Service Office (excludes Day Porter) | Total Cost Year 2 \$ _____ |
| Day Porter | Day Porter Cost Year 2 \$ _____ |
| 2. Tampa Service Office | Total Cost Year 2 \$ _____ |
| 3. Sarasota Service Office | Total Cost Year 2 \$ _____ |

TOTAL COST FOR YEAR 2

Words (i.e. Ten Dollars and Zero Cents):	Numbers (i.e. \$10.00):

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CONTRACT YEAR 3

- 1. Brooksville Service Office (excludes Day Porter) Total Cost Year 3 \$ _____
Day Porter Day Porter Cost Year 3 \$ _____
- 2. Tampa Service Office Total Cost Year 3 \$ _____
- 3. Sarasota Service Office Total Cost Year 3 \$ _____

TOTAL COST FOR YEAR 3

Words (i.e. Ten Dollars and Zero Cents):	Numbers (i.e. \$10.00):
---	--------------------------------

OPTIONAL RENEWAL YEAR 1

- 1. Brooksville Service Office (excludes Day Porter) Total Optional Cost Renewal Year 1 \$ _____
Day Porter Day Porter Cost Renewal Year 1 \$ _____
- 2. Tampa Service Office Total Cost Optional Renewal Year 1 \$ _____
- 3. Sarasota Service Office Total Cost Optional Renewal Year 1 \$ _____

TOTAL COST FOR OPTIONAL RENEWAL YEAR 1

Words (i.e. Ten Dollars and Zero Cents):	Numbers (i.e. \$10.00):
---	--------------------------------

OPTIONAL RENEWAL YEAR 2

- 1. Brooksville Service Office (excludes Day Porter) Total Cost Optional Renewal Year 2 \$ _____
Day Porter Day Porter Cost Renewal Year 2 \$ _____
- 2. Tampa Service Office Total Cost Optional Renewal Year 2 \$ _____
- 3. Sarasota Service Office Total Cost Optional Renewal Year 2 \$ _____

TOTAL COST FOR OPTIONAL RENEWAL YEAR 2

Words (i.e. Ten Dollars and Zero Cents):	Numbers (i.e. \$10.00):
---	--------------------------------

**ATTACHMENT 1 (Cont.)
 BID RESPONSE FORM
 FOR
 BID NUMBER RFB 1909**

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. The bidder agrees that if awarded this RFB, it will provide the services as stipulated.

The undersigned bidder certifies that the Attachment 2, Reference Form, provided is true and correct to the best of his/her knowledge.

The undersigned bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: _____

Questions and Answers Set Number: _____

The bidder has not been debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address _____ City _____ State _____ Zip Code _____

Physical Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____ Email Address _____

Authorized Signature _____ Date _____ Print/Type Name and Title _____

NOTE: If you are entering a "No Bid," please state reason below and return this form.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this RFB on the day and year set forth next to their signatures below.

BIDDER: _____ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
 Authorized Agent for Company _____ Date _____

By: _____
 Amanda Rice, P.E. _____ Date _____
 Assistant Executive Director

(Type/print name and title)

**ATTACHMENT 2
REFERENCE FORM
FOR
BID NUMBER RFB 1909**

The bidder must provide a minimum of three and no more than six references, using the format below, to demonstrate the bidder has successfully engaged in providing similar services within the past five (5) years. These references must come from sources other than the District. The locations and contact information to whom the services were performed must be provided.

Bidder's Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

**ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
BID NUMBER RFB 1909**

The bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 4
PUBLIC ENTITY CRIMES STATEMENT
FOR
BID NUMBER RFB 1909**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

BIDDER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 201__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

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ATTACHMENT 5
AGREEMENT
TERMS AND CONDITIONS
FOR
DISTRICTWIDE JANITORIAL SERVICES
RFB 1909

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an independent contractor and not as an employee, representative or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as provided in the RFB.

Any changes to the parties' representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK. Upon receipt of written notice to proceed from the District, the Contractor agrees to perform the services in accordance with the Agreement. Any changes to the Scope of Work and associated costs must be mutually agreed to in a formal written amendment approved by the District and the Contractor prior to being performed by the Contractor. The parties agree that time is of the essence in the performance of each obligation under the Agreement.
4. COMPENSATION. The District agrees to pay the Contractor the amount stated on the Contractor's Bid Response Form for services that are satisfactorily completed, in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number; (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion; (8) **Current roster of assigned staff; and (9) Monthly quality evaluation form**. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises, based on the requirements contained in Disadvantaged Business Enterprises Paragraph. Invoices that do not conform with this subparagraph will not be considered a proper invoice.
- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the

DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.

- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONSULTANT'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. The PROJECT Budget includes any travel expenses which may be authorized under this Agreement and reimbursement will be paid in accordance with Section 112.061, F.S., and District's Travel Procedure, as both may be amended from time to time.
- 4.7. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the **Districtwide Janitorial Services agreement** between the Southwest Florida Water Management District and **(Insert CONTRACTOR'S Name)** (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. This paragraph will survive the expiration or termination of this Agreement.
5. PROJECT RECORDS and DOCUMENTS. The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least three (3) years following completion of the PROJECT. This paragraph, and all subparagraphs, shall survive the expiration or termination of this Agreement.

5.1 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records that ordinarily and necessarily would be required by the DISTRICT in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the DISTRICT would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the information technology systems of the DISTRICT.

5.2 Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the DISTRICT are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The CONTRACTOR agrees to include the above provision in all agreements with subcontractors that are related to the CONTRACTOR'S performance under this Agreement, and to which the provisions of Chapter 119, F.S., also apply.

5.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN by telephone at 352-796-7211, extension 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899.

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

6. **INDEMNIFICATION.** The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This paragraph will survive the expiration or termination of this Agreement.

7. **INSURANCE REQUIREMENT.** The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies

authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

7.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence

7.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
	or
Combined Single Limit	\$ 500,000

7.3. Fidelity/Employee Dishonesty Insurance with the following minimum limit and coverage:

\$100,000.00 Limit

7.4 The District's and its employees, agents, and officers must be named as additional insured on the general liability policy and the Fidelity/Employee Dishonesty Insurance to the extent of the District's interests arising from the Agreement.

7.5 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

7.6 The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

7.7 The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Contractor's insurance policies.

8. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the ten (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

9. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within fourteen (14) days after

receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by CONTRACTOR or against CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

10. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
11. ASSIGNMENT. Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
12. LAW COMPLIANCE. The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
13. EMPLOYMENT ELIGIBILITY VERIFICATION. The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
14. VENUE AND APPLICABLE LAW. All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hillsborough. This paragraph shall survive the expiration or termination of this Agreement.
15. REMEDIES. Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR.

16. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S.
17. SUBCONTRACTORS. The CONTRACTOR may not subcontract with any entity to perform any of the CONTRACTOR'S obligations or services under this Agreement.
18. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
20. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
21. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, CONTRACTOR certifies that it is not currently on either of the aforementioned lists and agrees to notify the DISTRICT if placement on either list occurs. If CONTRACTOR submits a false certification, the DISTRICT may terminate this Agreement and bring a civil action against the CONTRACTOR, which may result in a penalty equal to the greater of \$2 million or twice the amount of this Agreement and all reasonable attorney's fees and costs.
22. ENTIRE AGREEMENT. This Agreement, the RFB and the CONTRACTOR'S response to the RFB constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

23. DOCUMENTS. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement Terms and Conditions, then to the RFB, then to the CONTRACTOR'S response to the RFB.

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**ATTACHMENT 6
BUILDINGS SQUARE FOOTAGE FOR EACH LOCATION
FOR
DISTRICTWIDE JANITORIAL SERVICES
RFB 1909**

The square footages below are estimates only. Pursuant to Paragraph 2.4, Estimated Quantities, of this RFB, the bidders are responsible for verifying the estimated quantities.

Brooksville Office Current Total	92,980SF	
		Percent Carpet
Building 2	11,438	91%
Building 3 (Restrooms once weekly)	388	0%
Building 4 1 st Floor	14,068	69%
Building 4 2 nd Floor	14,636	93%
Building 4 3 rd Floor	14,524	96%
Building 5	13,843	96%
Building 6	6,526	85%
Building 7	5,743	82%
Building 8	5,110	0%
Building 23	1,038	85%
Building 25	2,791	18%
Building 26 (Restrooms once weekly)	32	0%
Building 34	1,415	9%
Building 35 & 36	1,428	0%
*Sarasota Office Current Total	17,640SF	85%
Tampa Office Current Total	38,528SF	
Building 1	22,363	89%
Building 2	9,772	92%
Building 3	1,131	0%
Building 5	1,394	0%
Building 6	3,868	0%
DISTRICTWIDE CURRENT TOTAL	149,148SF	

*Note: The Sarasota Campus is currently for sale