

CITY OF OCALA

NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL NO: RFP 10-021

DESCRIPTION: Janitorial Services

RFP Due Date: 2:00 P.M., Wednesday, September 29, 2010

Location: Purchasing Agent, Support Services, 151 SE Osceola Avenue, 3rd Floor, Ocala, Florida 34470.

Proposal will be received by Purchasing Agent at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded and opened.

Proposals must be submitted in an envelope with the Request for Proposal number and the proposer's name and address clearly indicated on the envelope. All proposals must be completed in blue ink or typewritten, with written signature and a complete Request for Proposal returned along with the offer by the time and date cited above.

A **MANDATORY** Pre-Proposal Conference and Walk Through of building locations is scheduled for 9:00 A.M., Wednesday, September 15, 2010 at the Fleet / Facilities Conference Room located at 2100 NE 30th Avenue, Building D, Ocala, Florida 34470. It is expected that the walk through will run the entire day and may take an additional consecutive day(s).

The successful bidder will be required to provide the City of Ocala with a one hundred percent (100%) performance bond meeting the requirements set forth in the Request for Proposal, satisfactory to the Owner.

Proposers are strongly encouraged to carefully read the entire Request for Proposal

Contact: Tami Rapier, Purchasing Agent for technical questions at Phone 352-629-8364.

CITY OF OCALA

September 1, 2010
Issue Date

Tami Rapier,
Purchasing Agent

REQUEST FOR PROPOSALS

RFP 10-021

Janitorial Services

1. INTRODUCTION

The City of Ocala, hereby solicits proposals for a janitorial service provider for the purpose of cleaning services for various buildings and facilities. The services will cover offices, reception areas, rest rooms, break rooms, kitchens, rental lounges, auditorium, etc. No shops or warehouse areas will be included except for the rubber matting areas in the front of service counters, any offices, restrooms or break rooms.

The term of the contract shall be firm for one (1) year from the date of the proposal date with three (3) one (1) year renewal options.

2. BASIC REQUIREMENTS

The basic requirement of this Request for Proposal must be addressed as follows:

The contractor shall accomplish all cleaning tasks to meet the requirements of the Statement of Work. The minimum cleaning frequencies and the buildings and facilities to be cleaned are identified in the Statement of Work.

3. PRICES/PROPOSAL PRICE SHEET:

Each proposer must complete and submit with their proposal the proposal price sheet. Prices shall be firm for a period of one (1) year from the date of the proposal date with three (3) one (1) year renewal options unless otherwise specified by the proposer, and shall not be amended after the date and time of the opening. Any attempt by the awardee to amend said prices shall constitute defaults as outlined in the Request for Proposal.

4. THE STATEMENT OF WORK:

The statement of work for the services requested by this Request for Proposal is included herein. All items proposed and priced in your cost proposal must be in compliance with the statement of work. If you are taking exception to any item in the statement or work or the Request for Proposal document, indicate those exceptions on the attached "Affidavit of Compliance" form.

5. **MANDATORY PRE-PROPOSAL CONFERENCE & WALK-THROUGH:**

- 5.1 **Date** – A MANDATORY Pre-Proposal Conference and Walk Through of building locations is scheduled for 9:00 A.M., Wednesday, September 15, 2010 at the Fleet / Facilities Conference Room located at 2100 NE 30th Avenue, Building D, Ocala, Florida, 34470. It is expected that the walk through will run the entire day and may take an additional consecutive day(s). The incumbent janitorial service provider will be exempt from the walk through portion of the pre-proposal conference only.
- 5.2 **Purpose** – The pre-proposal conference is intended to provide prospective proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from Purchasing, Fleet / Facilities and technical representatives from the using departments will be present to discuss the project and answer questions.
- 5.3 **Clarification of Requirements** – To facilitate the clarification of requirements, proposer(s) are requested, if possible, to submit technical questions in writing, at least five (5) working days prior to the pre-proposal conference to:

Tami Rapier,
Purchasing Agent
151 SE Osceola Avenue
3rd Floor
Ocala, FL 34471
Phone: 352-629-8364 Fax. 352-629-8391
E-mail : trapier@ocalafl.org

6. **PROPOSAL DUE DATE:**

- 6.1 Sealed proposals will be received at Purchasing Agent, Support Services, 151 SE Osceola Avenue, 3rd Floor, Ocala, Florida, 34471 **no later than 2:00 P.M., Wednesday, September 29, 2010.** Proposals will not be accepted after this time. Proposals shall be opened and only the names of the proposers will be publicly read aloud at this time. Proposals received pursuant to Requests for Proposals are exempt from the provisions of the Public Records Law until such time as an award decision is made or within ten (10) days after the proposal opening, whichever is earlier. The Proposer's name will be announced and recorded at the proposal opening.
- 6.2 Submitted proposals should be clearly marked **RFP 10-021"Request for Proposal, for Janitorial Services."**
- 6.3 Proposing firms should submit one (1) original and six (6) complete copies of their proposal.

6.4 Proposals are to be addressed as follows for either mail or hand delivery:

Tami Rapier
Purchasing Agent
151 SE Osceola Avenue
3rd Floor
Ocala, Florida 34471

7. SUBMISSION OF PROPOSALS:

7.1 Incurred Expenses:

The City is not responsible for any expenses, which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

7.2 Interviews:

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations).

7.3 Request for Modification:

The City reserves the right to request that the proposer modify their proposal to more fully meet the needs of the City.

7.4 Request for Additional Information:

The proposer shall furnish such additional information as the City of Ocala may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Ocala Police Department.

7.5 Acceptance/ Rejection/Modification to Proposals:

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

7.6 Proposals Binding:

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

7.7 Addendum and Amendment to Request for Proposals:

If it becomes necessary to revise or amend any part of this Request for Proposal, the Purchasing Agent will furnish the revision by written Addendum. The addendum will be furnished to all proposers attending the mandatory pre-bid. In addition, any addenda will be posted to Demandstar www.demandstar.com and on City's website www.ocalafl.org/bid_local.aspx, "Bid Processing" link. Acknowledgement of addenda, if any, is required by submitting "Addendum Receipt Verification" form with your Proposal.

7.8 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal.

7.8.1 Proprietary Information:

7.8.2 In accordance with Chapter 119 of Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers shall be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

7.8.3 All proposals received from proposers in response to this Request for Proposal will become the property of the City of Ocala and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

7.9 Proposer's Certification

By submitting a proposal, the proposer certifies that they have fully read and understand the proposal method and understand the full knowledge of the scope, nature, and quality of work to be performed. The **Proposer's Certification form** is included with this Request for Proposal and must be completed and submitted with your proposal. Failure of a proposer to submit this document may be cause for rejection of the proposal.

8. SUBMISSION REQUIREMENTS:

A representative who is authorized to contractually bind the proposer shall sign the proposal. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposers capabilities to satisfy the requirements of the RFP. The emphasis in each proposal must be on completeness and clarity of content. Proposal submission requirements are listed herein and must be followed to insure a uniform review process and to obtain the maximum degree of comparability. All proposals must be submitted in the manner specified below. The exact page location is required for each item. Any attachments must be clearly identified.

The following information must be submitted with the proposals in order for it to be considered responsive. Submittal information must be submitted in your proposal in the order as listed below.

8.1. **Title Page**

Show the request for proposal subject, the name of your firm, address, telephone number, name of contact person and date.

8.2 **Table of Contents**

Include a clear identification of the material by section and by page number.

8.3 **Letter of Transmittal**

Limit to one (1) or two (2) printed pages.

- A. Briefly state your firm's understanding of the work and approach to be used and provide a positive commitment to perform the work.
- B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

8.4 **General Information:**

- A. Name of business
- B. Mailing Address/Phone Number
- C. Names of persons to be contacted for information or services if different from name of person in charge.
- D. Business hours of business
- E. State if business is local or national and indicate the business legal status (corporation or partnership)
- F. Give the date business was organized and/or incorporated, and where.
- G. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.

- H. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- I. State if the business is licensed, permitted and/or certificated to do business in the State of Florida. The firm may be asked for verification of such.

8.5 **General Statement of Experience/Qualifications:**

Proposers shall submit a verifiable statement of experience in providing similar services. At a minimum, the following information should be included:

- A. Complete list of current and past five (5) years projects similar in size and scope (company, address, work performed, period of performance)
- B. Provide a minimum of three (3) references similar in size and scope; please include name, company, and a current telephone number.
- C. List of your current employees – indicate project managers/supervisors/cleaners, etc.
- D. List of equipment available to perform this contract.
- E. Describe capability to provide quality service.
- F. Describe capability to customize billing based on customer requirements – give examples.
- G. Describe capability to support long-term contracts of 4 years or more.

8.6 **Project Approach/Operational Plan:**

Proposer shall submit a narrative description and organizational chart, outlining the Proposer's methods of operation, operational structure and services to be provided by the proposer. This description should demonstrate the proposer's intended methods for recruiting, training, staffing, pay schedules, supervision and customer service. At a minimum, the following information should be included:

- A. Staffing plan for each location including supervisors/cleaning staff and hours planned for each location.
- B. Describe how you will ensure that all employees are trained.
- C. Describe the type and amount of training your employees receive.
- D. Describe your recruiting methods & how you conduct employee background checks.
- E. Describe how you maintain high quality standards during peak production periods.
- F. What process will be used to ensure smooth transition of personnel?
- G. Describe how you will ensure a high level of customer satisfaction.
- H. Explain how you will support customer requirements for quality and quick response.
- I. Describe your company's long term customer support strategy.
- J. Describe how you resolve a cleaning issue raised by departments.
- K. List emergency response time.

- L. Explain how you will develop customer allegiance for your services.
- M. Explain how you will constantly assess your business process to improve them.
- N. Provide format you will use to improve business process and to correct deficiencies.

Proposers are also encouraged to provide any other pertinent information, which will assist the City in evaluating the proposed method of operation.

8.7 **PROPOSAL PRICE SHEET:**

Each proposer must complete and submit with their proposal the proposal price sheets.

8.8 **Submittal Demonstrating Proposer's Finances:**

Proposers shall submit their last three fiscal years annual financial statements, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three (3) years, proposers are required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract.

9. **SPECIFIC EVALUATION FACTORS WITH WEIGHTED VALUES:**

An Evaluation Committee will be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

- | | | |
|-----|-----------------------------------|-----|
| 9.1 | Experience/Qualifications | 25% |
| 9.2 | Project Approach/Operational Plan | 25% |
| 9.3 | Pricing schedule | 50% |

10. **EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS:**

10.1 A Selection Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee will conduct an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposal or as reasonably determined by the Committee. Once the committee reviews the proposals submitted they will submit their recommendation to the Purchasing Agent for approval by City Council.

10.2 The City reserves the right to reject any and all proposals and to waive minor

irregularities. The City further reserves the right to seek new proposals or elect to perform services in-house when such a procedure is reasonably in the best interest of the City to do so.

11. QUESTIONS REGARDING REQUEST FOR PROPOSAL OR PROPOSAL PROCESS:

- 11.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee during the submission process, except as provided herein. Additionally, the City prohibits communications initiated by a proposer to any City Official or Employee evaluating or considering the proposals (up to and including the Mayor and City Council), prior to the time an award decision has been made. The appropriate City Official will initiate any communication between proposer and the City or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
- 11.2 Any questions relative to interpretation of the statement of work or the proposal process, shall be addressed in writing to Tami Rapier, Purchasing Agent (Fax: 352-629-8391 or email: trapier@ocalafl.org). No inquiries, if received after Wednesday, September 22, 2010 will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be conveyed in writing to all prospective proposers no later than five (5) calendar days prior to the date set for receipt of proposals.
- 11.3 It will be the responsibility of the proposer to contact the Purchasing Agent prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

12. CONDITIONS OF PROPOSALS:

- 12.1 Late Proposals: - Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 12.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.
- 12.3 Public Opening: - Sealed proposals will be received by Purchasing Agent **no later than 2:00 P.M., Wednesday, September 29, 2010**. Proposals shall be opened and only the names of the proposers will be publicly read aloud at this time. Proposals received pursuant to this Request for Proposals are exempt from provisions of the Public Records Law until such time as an award decision is made or within ten (10) calendar days after the proposal opening, whichever is earlier pursuant to Section 119.07 of the

Florida Statutes.

13. TERMS AND CONDITIONS OF AGREEMENT:

The terms and conditions listed herein shall be incorporated into any agreement or contract resulting from this proposal. Any exceptions to the terms and conditions are to be noted and listed in your proposal on the Affidavit of Compliance form.

14. AWARDS:

The City reserves the right to make award(s) by individual item, aggregate or none, or combination thereof, to one or more providers; to cancel the proposal, reject any and all proposals or waive any minor irregularity or technicality in the evaluation process, within one hundred and twenty (120) calendar days from the date of opening of proposals.

15. DISCUSSIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSAL:

Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

16. EXECUTION OF AGREEMENT:

The successful proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Ocala, Purchasing Agent, enter into a contract with the City on forms as included within the Request for Proposal documents for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

17. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a contractor or any subcontractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

18. FISCAL YEAR FUNDING APPROPRIATION:

18.1 Specified Period:

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

18.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods:

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

19. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 Chapter 287.01 of the Florida Statutes for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

20. PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers. The City of Ocala actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

21. FLORIDA PROMPT PAYMENT ACT

21.1 Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- A. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. The amount due, applicable discounts(s), and the terms thereof;
- C. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
- D. The Purchase Order or Contract number as supplied by the City; and
- E. An identification by bureau, Office or Department of the parties to whom the goods were delivered or services provided.

21.2 Dispute Resolution

In the event a dispute between a contractor, vendor or other invoicing party and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of Purchasing and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by Purchasing shall constitute a final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

22. CANCELLATION FOR DEFAULT:

22.1 This contract is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

- A. The contractor provides material that does not meet the specifications of the contract;
- B. The contractor fails to adequately perform the services set forth in the specifications of the contract;

- C. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contracts.

22.2 The City may resort to any single or combination of the following remedies:

- A. Cancel any contract:
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;
- D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - 1. Deduction from an unpaid balance;
 - 2. Collection against the bid and/or performance bond, or;
 - 3. Any combination of the above or any other remedies as provided by law.

23. PROPOSER'S WARRANTY

The proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

24. INSURANCE/PERFORMANCE BONDS:

Insurance and Performance Bond coverage required by the Contract Specifications must be in force throughout the term of the contract. Should the contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) calendar days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City should have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

25. FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax. The City's tax-exempt number is 52-20-024837-54C. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods and services purchased separately by a contractor in connection with its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments that are required to be paid in connection with the contract work.

26. PURCHASING CARDS:

The City of Ocala has implemented a Purchasing Card Program to streamline our procurement process. In order to expedite payments to our suppliers, we are using the VISA Purchasing Card rather than the traditional Purchase Order.

By making purchases with the Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Additionally, you will be able to grow your customer base by accepting purchasing cards from other customers as well as all major credit cards.

We encourage your acceptance of VISA so that you may enjoy the advantages of our Purchasing Card Program. The magnetic strip on the back of the card controls the City's Purchasing Card System. This magnetic strip will provide needed account information to the City and will also restrict the use of the card to certain suppliers and limits set by the City.

Payments made to the successful bidder or proposer of this solicitation process will quite possibly be by use of a VISA Card Purchasing Card. Therefore, it is imperative that vendors doing business with the City accept VISA Card.

27. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:

The submission of any proposal in response to this Request for Proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

Each governmental agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for the materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

28. GENERAL INFORMATION:

- 28.1 The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered.
- 28.2 The City reserves the right to waive informalities or irregularities in proposals, to reject any or all proposals, or to negotiate further with the firm selected. The Selection Committee will submit their recommendation to the Purchasing Director.

29. DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Florida Statutes 287.087, each bidder shall complete the form on the Drug Free Workplace Affidavit and submit same with any bid response. The Drug Free Workplace Affidavit form is found attached to this Request for Proposal. The City of Ocala requires that this form be submitted with each proposal.

30. COMPETENCY OF BIDDERS:

Bids will be considered only from properly licensed janitorial contractors who can produce evidence they have an established financial support, equipment and organization or personnel sufficient to insure that they can satisfactorily execute the services if awarded the contract under the terms and conditions herein stated. Employees used to perform the services of this contract must be bonded by a company or agency acceptable to the City of Ocala.

31. PERFORMANCE AND PAYMENT BOND:

The successful Bidder shall furnish to the Owner a Performance and Payment Bond satisfactory to the City of Ocala on the form in the Contract. A sample of the bond form is included herein, in an amount not less than the Total Bid Price will be required of the successful Bidder to guarantee that they will deliver a completed project under their contract in strict accordance with the Contract Documents and will pay promptly all persons supplying them with the labor or material for the work.

32. POWER OF ATTORNEY:

Attorneys-in-fact who sign Performance and Payment Bonds, or Maintenance and Guarantee Bonds, must file with such bonds a certified and effectively dated copy of their power of attorney to sign such bonds.

33. EXECUTION OF CONTRACT:

The Bidder to whom the Contract is awarded shall, within ten (10) days of the date of award, execute and deliver to the City the Contract, the Performance and Payment Bond, satisfactory evidence of all required insurance coverage, and proof satisfactory to the City of the authority of the person or persons executing the Contract and Performance and Payment Bond on behalf of the bidder. The above documents must be furnished, executed, and delivered before

the Contract will be executed by the City. The contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

- 34. SUB CONTRACTORS:** The successful bidder shall not use sub contractors, sell the company or any franchise of the company without written consent from the City of Ocala.

35. PROPOSAL DUE DATE:

The original and six (6) copies of the proposal must be received by the City of Ocala Purchasing Agent, 151 SE Osceola Avenue, 3rd Floor, Ocala, Florida 34471, no later than **2:00 P.M., Wednesday, September 29, 2010**. Proposals received after the advertised deadline will not be considered. The names of the organizations submitting proposals will be recorded at this time.

INSURANCE REQUIREMENTS FOR THE CITY OF OCALA

1. INDEMNIFICATION CLAUSE:

The Contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

2. SAFETY/ENVIRONMENTAL:

The Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

3. ADDITIONAL INSURED:

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

4. MISCELLANEOUS PROVISIONS:

A. SEVERABILITY OF INTERESTS:

"The Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the City of Ocala (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

B. INSURANCE REQUIREMENTS:

These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the Contractor/Subcontractors."

C. DUPLICATE COVERAGE:

1. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. DEDUCTIBLES:

The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. 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. CERTIFICATES:

The Contractor shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating* of at least B+, showing the City of Ocala as an Additional Insured. The **Fleet / Facilities Department** should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

***Non-rated insurers must be approved by the City Risk Manager.**

5. LIABILITY INSURANCE:

"General liability insurance, with combined single limits of not less than \$200,000 per occurrence* shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

6. BUSINESS AUTO LIABILITY:

Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

7. INSTALLATION FLOATER:

Installation Floater insurance is to be provided by the Contractor to cover damages or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment, otherwise being handled or stored on or off premises or in transit. All risk coverage should be provided.

8. WORKERS' COMPENSATION:

The Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

**STATEMENT OF WORK
FOR
JANITORIAL SERVICES**

1. DESCRIPTION OF SERVICES.

The contractor(s) shall provide all management, tools, equipment, supplies and labor necessary to ensure that janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

2. GENERAL INFORMATION.

2.1 Staffing should be determined by the services outlined in this Request for Proposal. The City is suggesting that staffing be assigned to specific facilities. Number of staff assigned to facilities should be based on the number of hours recommended in the industry standard for the services outlined.

Assigned staff must be able to communicate effectively with the City in the English language, both verbally and in written form.

2.2 The successful bidder shall not allow smoking, consumption of alcohol or use of legal or illegal drugs by its employees in any City facility, at any time.

2.3 The successful bidder is totally responsible for any damage to City or personal property due to negligence on the part of the successful bidder or his/her agents.

2.4 The successful bidder shall inform the City of any known deficiencies in the buildings (spots, stains, clogged toilets, broken dispensers, water leaks, elevator malfunctions, etc.). The successful bidder will immediately notify the City of any deficiencies that require immediate action.

2.5 The successful bidder shall be fully responsible for the replacement of any keys lost or damaged by the successful bidder, its employees or agents/representatives. If a City facility's security is jeopardized by the contractor's mismanagement of keys or access cards, the bidder shall reimburse the City for all cost to insure the security of the facility.

2.6 The successful bidder shall be responsible for maintaining satisfactory standards of employee's competency, conduct, appearance and integrity. A clean shirt with company I.D. badge will be worn while on City property.

2.7 Material Safety Data Sheets (M.S.D.S.) will be furnished on **ALL** products used in all City facilities. The M.S.D.S. will be kept with all products at each location.

- 2.8** The successful bidder shall be totally responsible for any damage due to chemical cleaning products because of negligence on the part of the successful bidders employees, agents/representatives to any person and/or property. All cleaning products are to be green products.
- 2.9** The successful bidder shall conform to all OSHA regulations. It is the responsibility of the bidder to keep informed as to changes and act accordingly.
- 2.10** Under no circumstances, nor for any reason shall the successful bidder, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City provided container or in or upon and City property. Should the successful bidder knowingly violate the terms of this provision, the bidder shall be held liable for the cost of the timely and proper and legal disposal of said material(s). Further, the bidder shall be held liable for any monetary or penalty imposed upon the City otherwise and for remediation of any property damage caused by said disposal.
- 2.11** The City of Ocala inspectors will periodically evaluate the contractor's performance.
- 2.12** On-site storage of materials and equipment is not available in all areas. Storage areas will be designated where available. Successful contractor will be made aware of these locations.
- 2.13** The contractor shall confine their equipment, the storage of equipment and materials, and the operation of your workers to areas permitted by law, ordinances, or permits, and shall not unreasonably encumber the premises with materials or equipment.

3. REMEDIES.

- 3.1** The contract administrator shall follow the contract terms and conditions for contractor's failure to perform satisfactory services or failure to correct non-conforming services. Should services not be performed and/or not be supplied as specified herein, bidder shall be notified by noon the following day. Bidder shall then have until 5:00 p.m. that day to provide corrective measures. Should corrections not be made, the City shall assess a charge of \$100.00 per building against the monthly invoice.
- 3.2.** In the event the contractor, for any reason whatsoever, consistently fails (3 times within a billing cycle) to perform work to the quality and quantity required herein, the City reserves the right to assess a charge of \$250.00 per building against the monthly invoice.

4. HOURS OF OPERATION.

- 4.1** Hours of service are to be performed between the hours of 5:00 P.M. - 6:00 A.M. Monday through Friday (if contracted for five (5) day a week service), Monday, Wednesday, and Friday (if contracted for three (3) day a week service).

EXCEPTIONS:

OPD Buildings – hours of service are to be performed between 8:00 am to 5:00 pm. The only exception to these work hours will be legal holidays (authorized by the City), and emergency calls.

Ocala Utility Services – Customer Service Center (CSC) – hours of service are to be performed between the hours of 7:00 a.m. and 6:00 p.m. A cleaning person **must** be present in the building Monday through Friday from 7:00 a.m. to 10:00 a.m. and 1:00 p.m. to 4:00 p.m.

City Hall – hours of service are to be performed between 7:00 am to 5:00 pm. The only exception to these work hours will be legal holidays (authorized by the City), and emergency calls.

5. EMERGENCY SERVICES.

- 5.1** Upon notification, the contractor shall perform emergency cleaning required in any building, area, or room covered under this contract. Contractor shall begin emergency work, as determined by the point of contact, within one hour of notification, which may be verbal.

6. BASIC CLEANING SERVICES.

- 6.1** The contractor shall accomplish all cleaning tasks to meet the requirements of this Statement of Work. The minimum cleaning frequencies are established as listed below.
- 6.2 Maintain Floors (DAILY).** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, and wet mopped to ensure the floors are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, kitchen appliances, and trash receptacles. Chairs, trash receptacles, rugs, chair mats and all other items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
- 6.3 Remove Trash (DAILY).** All trash containers shall be emptied and returned to their initial location. Boxes placed near a trash receptacle and marked “TRASH” shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced.

The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

- 6.4 Empty and Clean Ashtray Urns (DAILY).** The Contractor shall empty and replace sand (as needed) in all ashtray urns.
- 6.5 Clean Interior Glass/Mirrors (WEEKLY).** Clean all interior glass, including glass in doors, partitions, walls, display cases, and directory boards. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter. Clean interior glass/mirrors daily in OPD Buildings.
- 6.6 Clean Drinking Fountains (DAILY).** Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.
- 6.7 Clean Stairways (DAILY).** All floor surfaces shall be cleaned in accordance with paragraph 6.2 or 6.8, as appropriate for floor covering. Grease and grime shall be removed from stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance. OPD stairway railings will be required to be sprayed by disinfectant daily.
- 6.8 Vacuum Carpets (DAILY).** Vacuum carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. All tears, , and raveling shall be brought to the attention of the department representative.
- 6.9 General Spot Cleaning (DAILY).** Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, and spills from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, pushbars, kickplates, light switches, temperature controls, ceiling (for cobwebs), and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.
- 6.10 General Dusting (DAILY).** All horizontal surfaces must be dusted or cleaned to eliminate dust collection (desks, file cabinets, window sills, bookshelves, tables, partition walls, tops of lockers, etc). Clean and disinfect telephones. All Window sills and window frames are to be free of spider webs.
- 6.11 Dust Ceiling Fans (MONTHLY).** All ceiling fans will be dry dusted.
- 6.12 Exterior Cleaning (EVERY OTHER DAY).** At the Amtrak and Greyhound Bus Stations only - sweep or blow all sidewalks to be free of dirt and debris. Empty all trash

receptacles and ashtrays and refill with sand or kitty liter, and pick up all trash from the grounds.

(Daily) – At OPD front tile atrium and lobby area only - clean and wet mop daily for a uniform appearance.

(Weekly) – At Ocala Utility Services/Customer Service Center only - sweep or blow main entrance sidewalk free of dirt and debris.

- 6.13 Entrance Areas (WEEKLY).** Remove all spider webs, wash all windows and doors, and blow or sweep all entrance areas to keep a clean appearance.
- 6.14 Kitchens/Lounge Area/Breakrooms (DAILY).** Clean and disinfect all tables, sinks, counter tops, and stove tops. To be free of streaks, stains, spots, and smudges. (Dishes remaining in sinks will be the responsibility of the City departments).
- 6.15 Elevators (DAILY).** All elevators are to be swept and damp mopped to keep a clean appearance. To be free of any trash or debris. Clean doors inside and outside to be free of streaks, stains, spots, and smudges. OPD elevators are carpet and require vacuuming daily.
- 6.16 Blinds and Window Sills (Weekly).** All blinds, vertical and horizontal are to be dusted and the window sills are to be cleaned and free from dust and any foreign objects.
- 6.17 Floors.** Successful vendor will complete all stripping, waxing, buffing of all VCT, rubber tile floors and ceramic tile floors. All new floors will be sealed by successful vendor. All floor stripping, waxing, and buffing will be completed after hours or on weekends to be scheduled by City.

7. BASIC RESTROOMS/LOCKER ROOMS CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements of this Statement of Work. The minimum cleaning frequencies are established as listed below

- 7.1 Clean and Disinfect (DAILY).** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kickplates, ventilation grates, and metal guards), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.
- 7.2 Sweep and Mop Floor (DAILY).** After sweeping and mopping, the entire floor surface shall be free from litter, dirt, dust and debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without

streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath.

7.3 Lockers (WEEKLY). All lockers are to be damp dusted on the tops to be free of all dust.

7.4 Stock Restroom Supplies (DAILY). Contractor shall ensure restrooms are stocked sufficiently so that supplies do not run out. Supplies shall be stored in designated areas. The City of Ocala will supply paper products and the contractor shall be responsible for supplying cleaning products.

Janitorial Service Building Locations

Building Name	Building Address	Cleaning Frequency
1. Human Resources/Risk	2100 NE 30 th Ave., Bldg. E	1 Floor, 5 days/week
2. Telecom	2100 NE 30 th Ave., Bldg. F	1 Floor, 5 days/week
3. Fleet Administration	2100 NE 30 th Ave., Bldg. D	2 Floors, 5 days/week
4. Fleet Light Vehicle	2100 NE 30 th Ave., Bldg. C	1 Floor, 5 days/week
5. Public Works Streets [Restrooms Only]	2100 NE 30 th Ave., Bldg. G	1 Floor, 5 days/week
6. Public Works	2100 NE 30 th Ave., Bldg. A	1 Floor, 5 days/week
7. Electric Administration	2100 NE 30 th Ave., Bldg. B	1 Floor, 5 days/week
8. Sun Tran	2100 NE 30 th Ave., Bldg. I	1 Floor, 5 days/week
9. Water and Sewer Administration	2100 NE 30 th Ave., Bldg. H	1 Floor, 5 days/week
10. Public Works Sanitation	2100 NE 30 th Ave., Bldg. K	1 Floor, 5 days/week
11. City Clinic @ City Complex	2100 NE 30 th Ave., Bldg. L	1 Floor, 5 days/week
12. Public Works Traffic Operation	2100 NE 30 th Ave., Bldg. L	1 Floor, 5 days/week
13. Parks Administration Bldg.	1307 NW 4 th Ave.	1 Floor, 5 days/week
14. Parks Shops [Restrooms & Offices Only]	1307 NW 4 th Ave.	1 Floor, 5 days/week
15. City Hall	151 SE Osceola Ave.	3 Floors, 5 days/week
16. City Hall Annex – Survey Bldg.	405 SE Osceola Ave.	2 Floors, 5 days/week
17. City Hall Annex – Engineering Bldg.	405 SE Osceola Ave.	2 Floors, 5 days/week
18. City Hall Annex – Engineering Inspection Bldg.	405 SE Osceola Ave.	2 Floors, 5 days/week
19. Transportation Planning Office (TPO)	121 SE Watula Ave.	2 Floors, 5 days/week
20. Building Dept. Development Services Bldg. – Second Floor	201 SE 3 rd Ave.	2 Floors, 5 days/week
21. Ocala Electric Utility (OEU) Customer Service Center (CSC) – First Floor	201 SE 3 rd Street	2 Floors, 5 days/week
22. 8 th Ave. Senior Center	830 NE 8 th Ave.	1 Floor, 5 days/week
23. Discovery Center	701 Sanchez Ave.	2 Floors, 5 days/week
24. Union Train Station	531 NE 1 st Ave.	1 Floor, 3 days/week, M-W-F
25. Greyhound Bus Station	531 NE 1 st Ave.	1 Floor, 6 days/week, M – Sat
26. Ocala Airport Terminal Bldg.	1770 SW 60 th Ave.	1 Floor, 3 days/week, M–W-F
27. Ocala Police Dept. Main Building HQ	402 South Pine Ave.	2 Floor, 5 days/week
28. Ocala Police Dept. West Dist. (D-1)	2400 W Silver Springs Blvd.	1 Floor, 3 days/week, M-W-F
29. Ocala Police Dept. East Dist. (D-2)	36 SE 15 th Terrace	1 Floors, 3 days/week, M-W-F
30. Ocala Police Dept. Paddock Mall	3100 SW College Road	1 Floor, 2 days/week, M & Th
31. Water Treatment Plant	1808 NE 36 th Avenue	1 Floor, 3 days/week, M-W-F
32. Water Reclamation #1	1220 NW 4 th Avenue	1 Floor, 3 days/week, M-W-F
33. Water Reclamation #2	4200 SE 24 th Street	1 Floor, 3 days/week, M-W-F
34. Water Reclamation #3	3100 SW 67 th Avenue	1 Floor, 3 days/week, M-W-F
35. American Legion	516 NE Sanchez Avenue	1 Floor, 5 days/week
36. Airport – Hangar 19	750 SW 60 th Avenue	1 Floor, 2 days/week, W-F
37. Airport – Air Traffic Control Tower	1700 SW 60 th Avenue	1 Floor, 2 days/week, T-F
38. Barbara Washington Sr. Activity Center	210 NW 12 th Avenue	1 Floor, 5 days/week

Price Sheet for RFP 10-021

	Fiscal Year 2011		Fiscal Year 2012		Fiscal Year 2013		Fiscal Year 2013	
	Oct. 18, 2010 To Sept 30, 2011		Oct. 1, 2011 To Sept 30, 2012		Oct. 1, 2012 To Sept 30, 2013		Oct. 1, 2012 To Sept 30, 2013	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
1. Human Resources/Risk, Bldg. E	\$	\$	\$	\$	\$	\$	\$	\$
2. Telecom, Bldg. F	\$	\$	\$	\$	\$	\$	\$	\$
3. Fleet Administration Bldg. D	\$	\$	\$	\$	\$	\$	\$	\$
4. Fleet Light Vehicle Bldg. C	\$	\$	\$	\$	\$	\$	\$	\$
5. Public Works Streets Bldg. G - Restrooms & Office Only	\$	\$	\$	\$	\$	\$	\$	\$
6. Public Works Bldg. A	\$	\$	\$	\$	\$	\$	\$	\$
7. Electric Administration Bldg. B	\$	\$	\$	\$	\$	\$	\$	\$
8. Sun Tran Bldg. I	\$	\$	\$	\$	\$	\$	\$	\$
9. Water and Sewer Administration Bldg. H	\$	\$	\$	\$	\$	\$	\$	\$
10. Public Works Sanitation Bldg. K	\$	\$	\$	\$	\$	\$	\$	\$

11. City Clinic @ City Complex Bldg L	\$	\$	\$	\$	\$	\$	\$	\$
12. Public Works Traffic Operation Bldg. L	\$	\$	\$	\$	\$	\$	\$	\$
13. Parks Administration Bldg.	\$	\$	\$	\$	\$	\$	\$	\$
14. Parks Shops [Restrooms & Offices Only]	\$	\$	\$	\$	\$	\$	\$	\$
15. City Hall	\$	\$	\$	\$	\$	\$	\$	\$
16. City Hall Annex – Survey Bldg.	\$	\$	\$	\$	\$	\$	\$	\$
17. City Hall Annex – Engineering Bldg.	\$	\$	\$	\$	\$	\$	\$	\$
18. City Hall Annex – Engineering Inspection Bldg.	\$	\$	\$	\$	\$	\$	\$	\$
19. Transportation Planning Office (TPO)	\$	\$	\$	\$	\$	\$	\$	\$
20. Building Dept. Development Services Bldg Second Floor	\$	\$	\$	\$	\$	\$	\$	\$

21. Ocala Electric Utility (OEU) Customer Service Center (CSC) 1st Floor	\$	\$	\$	\$	\$	\$	\$	\$
22. 8 th Ave. Senior Center	\$	\$	\$	\$	\$	\$	\$	\$
23. Discovery Center	\$	\$	\$	\$	\$	\$	\$	\$
24. Union Train Station	\$	\$	\$	\$	\$	\$	\$	\$
25. Greyhound Bus Station	\$	\$	\$	\$	\$	\$	\$	\$
26. Ocala Airport Terminal Bldg.	\$	\$	\$	\$	\$	\$	\$	\$
27. Ocala Police Dept. Main Building HQ	\$	\$	\$	\$	\$	\$	\$	\$
28. Ocala Police Dept. West Dist. (D-1)	\$	\$	\$	\$	\$	\$	\$	\$
29. Ocala Police Dept. East Dist. (D-2)	\$	\$	\$	\$	\$	\$	\$	\$
30. Ocala Police Dept. Paddock Mall	\$	\$	\$	\$	\$	\$	\$	\$
31. Water Treatment Plant	\$	\$	\$	\$	\$	\$	\$	\$
32. Water Reclamation #1	\$	\$	\$	\$	\$	\$	\$	\$
33. Water Reclamation #2	\$	\$	\$	\$	\$	\$	\$	\$

34. Water Reclamation #3	\$	\$	\$	\$	\$	\$	\$	\$
35. American Legion	\$	\$	\$	\$	\$	\$	\$	\$
36. Airport – Hangar 19	\$	\$	\$	\$	\$	\$	\$	\$
37. Airport – Air Traffic Control Tower	\$	\$	\$	\$	\$	\$	\$	\$
38. Barbara Washington Sr. Activity Center	\$	\$	\$	\$	\$	\$	\$	\$
39. Hourly Rate, Emergency Call-Out	\$	\$	\$	\$	\$	\$	\$	\$
40. Ceramic Tile - Square Foot Price	\$	\$	\$	\$	\$	\$	\$	\$
41. Rubber Tile - Square Foot Price	\$	\$	\$	\$	\$	\$	\$	\$
42. VCT Floor - Square Foot Price	\$	\$	\$	\$	\$	\$	\$	\$

Firm Name:_____

Signature:_____

Printed:_____

Title:_____

E-Mail Address:_____

Phone #:_____

Fax #:_____

FEID Number:_____

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PAGE

CITY OF OCALA
INFORMATION FORM #1 – RFP 10-021

References:

1. Company Name: _____
Address: _____
Phone No.: _____
Contact: _____

2. Company Name: _____
Address: _____
Phone No.: _____
Contact: _____

3. Company Name: _____
Address: _____
Phone No.: _____
Contact: _____

Statement Regarding the Size, Capacity and Location of Facility(s):

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, **pleas of** guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

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

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to submit a proposal, please return this form only.

RFP 10-021 - Janitorial Services

City of Ocala – Purchasing Agent/Support Services
151 SE Osceola Avenue, 3rd Floor
Ocala, FL 34471

We, the undersigned, have declined to respond on the above noted proposal for the following reason(s).

_____ Insufficient time to respond to the Proposal.

_____ Do not offer this service.

_____ Our schedule will not permit us to perform.

_____ Remove us from your Mailing List.≡

_____ Unable to meet insurance requirements.

Other (please specify below).

REMARKS: _____

We understand that if a No Proposal statement is not returned, our name may be removed from the list of the City of Ocala.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ PHONE NO.: _____.

ADDENDUM RECEIPT VERIFICATION
RFP 10-021 – Janitorial Services

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date if each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company Name

Signature

Title

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, and any other documents accompanying or made part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and certify that all information contained in this proposal is truthful to the best of knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor and that the vendor/contractor is ready willing and able to perform if awarded the contract.

I further certify, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee, or agent of the City of Ocala or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Signature

Name & Title typed or printed

Mailing Address

City, State, Zip Code

() _____
Telephone Number

Sworn to and subscribed before me

This _____ day of

_____ 20

Signature of Notary

Notary Public, State of _____

Personally Known
or
Produced Identification _____

Type: _____

AFFIDAVIT OF COMPLIANCE – RFP 10-021

_____ We DO NOT take exception to the Request for Proposal/Statement of Work.

_____ We TAKE exception to the Request for Proposal/Statement of Work as follows:

COMPANY NAME: _____

BY (Authorized Signature): _____

TYPED OR PRINTED NAME: _____

TELEPHONE: _____ TOLL FREE: _____ FAX: _____

FIED NUMBER: _____ DATE: _____

City of Ocala Contract – SAMPLE CONTRACT

This **AGREEMENT** made this _____ day of _____, by and between the **CITY OF OCALA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the **CITY**, and _____, incorporated under the laws of the State of Florida, hereinafter called **CONTRACTOR**.

WITNESSETH: That said **CONTRACTOR**, for and in consideration of the payments hereinafter specified and agreed to be made by **CITY**, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered, done and performed for **Janitorial Services, RFP NO. 10-021**, City of Ocala, Florida and to specifications, and other contract documents as defined in the Instruction to Bidders, General and Supplemental Terms and Conditions and all other related documents cited in the above stated bid are hereby made part of this **AGREEMENT** as fully and with the same effect as if the same has been set forth at length in the body of this **AGREEMENT**.

CONTRACTOR agrees to make payment of all proper charges for labor and materials required in the aforementioned work and shall indemnify, and hold harmless the **CITY** and its elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or to injury or to destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of **CONTRACTOR**.

It is also agreed and understood that the acceptance of the final payment by **CONTRACTOR** shall be considered as a release in full of all claims against **CITY** or any of its members or agents, arising out of or by reason of work done and materials furnished under this contract.

In consideration of the premises, **CITY** hereby agrees to pay to **CONTRACTOR** for the said work, when fully completed, the total bid price of _____ (estimated), payments to be made at the unit prices and lump sums specified for the various items in **CONTRACTOR** Schedule of Prices Bid, as provided in the specifications, upon presentation of the proper certificates to **CITY** and upon the terms set forth in the general conditions. It is understood that the amount to be paid shall be the total based on said unit prices and lump sums contained in the said Schedule of Prices Bid and made a part of this contract, for the work actually done rather than the estimated Total Bid Price herein above specified which is based upon estimated quantities.

The contract is to be binding upon **CITY**, its successor or successors and upon **CONTRACTOR** (and their heirs, administrator, administrators, or assigns and its successor, successors and assigns), and is voidable and may be terminated by **CITY**, in accordance with the

provisions of the General Conditions which are made a part of this contract, or if the provisions of the Statutes relative thereto are not complied with.

The Invitation to Bid, Instructions to Bidders, Proposal of Contractor, Release of Lien Form, Certification of Claims Paid, Performance and Payment Bond, General Conditions, Plans, Specifications and any Change Orders attached hereto are part of this Contract as if incorporated herein.

Assignment: This agreement shall not be assigned by either party without the prior written consent of the other party.

Reference to Parties: Each Reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

Waiver: The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Governing Law: This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

Severability of Illegal Provisions: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

Section Headings: The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

Rights of Third Parties: Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any

provision give any third persons any right of subrogation or action over or against any party to this agreement.

Amendment: No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

Entire Agreement: This Agreement, including exhibits, (if any) contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

Counterparts: This Agreement may be executed in counterparts, each of which shall be an original and all of which all constitute the same instrument.

Notices: All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested.

IN WITNESS WHEREOF, said **CITY** has caused this contract to be executed in its name by the president of City Council, attested by the clerk of said City Council, and has caused the seal of said **CITY** to be hereto affixed; and the said Party of the Second Part has caused this contract to be executed in its name by _____ its president, attested by _____ its secretary, and has caused the seal of said corporation to be hereto attached, all on the day and year first above written.

CITY OF OCALA
(Party of the First Part)

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

By: _____

City Council

As to the Party of the First Part

Print Name

(SEAL)
ATTEST:

City Clerk

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

As to the Party of the Second Part

Print Name

Party of the Second Part

By: _____

President

Print Name

(SEAL)

ATTEST:

By _____
Print Name

APPROVED AS TO FORM AND LEGALITY:

Eric Grifford, Assistant City Attorney

PERFORMANCE AND PAYMENT BOND

STATE OF FLORIDA
COUNTY OF MARION
CITY OF OCALA

KNOW ALL MEN BY THESE PRESENTS, That _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, having its home office in the City of _____ and licensed to do business in the State of Florida, as Surety, are held and firmly bound unto the City of Ocala, Marion County, Florida, hereinafter called the City, in the penal sum of _____ Dollars (\$ _____) for the payment of which well and administrators, successors and assigns, jointly and severally, by these Presents:

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal on the ____ day of _____, 20____, entered into a certain Contract with the City, hereto attached, for Contract entitled _____ - RFP NO, **RFP 10-021** City of Ocala, Florida.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract and shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all fully authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived;

AND FURTHERMORE, if the Principal shall promptly make payment to all claimants, as defined in Section 255.05 (1), Florida Statutes supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

As provided in Section 255.05(2), Florida Statutes, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this Bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and the surety written notice of the performance of the labor or delivery of the materials of supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on this Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

THIS BOND shall be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Each and every person, natural and artificial, for whose benefit this Bond has been executed, as disclosed by the text of this Bond and of said Contract, Specifications and Plans, and of said Agreement, and instruments attached together and made a part of the said Contract, shall have the same several rights of suit of action upon this bond as if he or they were the City herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons of the City.
2. In each and every suit brought against the Principal and Surety upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees and all costs and expenses incurred by the plaintiff which the Principal and surety hereby expressly agree to pay as part of the cost and expenses of such suit.
3. In case of annulment of the Contract, as provided in the Specifications, there shall be assessed against the Principal and Surety herein, all expenses, including engineering and legal services, incident to collecting losses to the City under this Bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seals of each corporate party being hereto affixed and these Presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Witnesses:

Attest: (S E A L)

	_____.
	Principal
	_____.
	Print
By	_____.
	(Pres., V. Pres., etc)
	_____.
	Print
	_____.
	Corporate Secretary
	_____.
	Print
	_____.
	Surety
	_____.
	Print

(S E A L)
By _____.

NOTE: If both Principal and Surety are a corporation, the respective corporate seals should be affixed.

Approved as to form and legality:

Eric Grifford, Assistant City Attorney