



BOARD OF COUNTY COMMISSIONERS

DATE: December 10, 2013
AGENDA ITEM NO. 25

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Final Negotiated Contract: Janitorial Services, Various County Buildings
Contract No.: 123-0084-P (SS)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT PERTAINING TO COUNTYWIDE JANITORIAL SERVICES FOR REAL ESTATE MANAGEMENT (REM) AND THE DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE (DEI), WITH VARSITY CONTRACTORS, INC., D/B/A VARSITY FACILITY SERVICES (VARSITY), SALT LAKE CITY, UTAH.

IT IF FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On November 5, 2013, the Board approved the ranking of firms and authorized staff to negotiate a contract for Countywide janitorial services with the number one ranked firm, Varsity. The contract will be based upon a cleaning standard established by the International Sanitary Supply Association and should provide the County with improved cleaning services and improved contract administration and oversight. A final contract has been negotiated by staff, which is presented for Board consideration.

Highlights for the negotiated contract include:

- A reduction of the original submittal price of \$636,808.56 resulting in a net two year cost of \$3,644,564.88.
- A provision to retain up to 2.5% of the services fee for any services not performed in accordance with contract specifications and requirements.

The initial contract period will be effective January 1, 2014 through December 31, 2015 (24-months). There is a provision for one (1) twenty-four (24) month option of renewal beyond the primary contract period. Term extensions provide for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to extension with authorization by the County Administrator.

Fiscal Impact/Cost/Revenue Summary:

Estimated 24-Month Cost: \$3,644,564.88

The funding source for these services is derived from REM and DEI operating budgets.

Exhibits/Attachments:

Services Agreement

AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, **2014** (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Varsity Contractors, Inc., d/b/a Varsity Facility Services, Salt Lake City, Utah (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Request for Proposals 123-0084-P (“RFP”) for Janitorial Services, Various County Buildings; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in N/A, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Work on Services requiring prior County approval as provided in Exhibit A, or any Additional Services, shall not be commenced until Contractor submits a written proposal describing the scope of the work, the cost, if applicable, and the completion schedule, if applicable, and the Director of Real Estate Management approves the proposal in writing.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in Exhibit A attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate as provided in Exhibit A attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. Addition or deletion of services of County building or agency facility. The County reserves the right to unilaterally add or delete services, either collectively or individually, at the County's sole option. In such case, Contractor will be required to provide services to this contract in accordance with the terms, conditions, and specifications. Additionally, although this contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County building or agency facility may be added or deleted to this contract at the option of the County. When required by the pricing structure, the rate for additional cleanable space shall be determined by establishing a specific service level as defined in Exhibit B. In the case of deletion of services, the actual monthly amount paid shall be reduced accordingly.

E. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

F. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

3. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such

removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement.

4. Compensation of and Method of Payment.

A. Services Fee. The County agrees to pay the Contractor the annual sum of not-to-exceed **\$3,644,564.88**, payable based on the options selected below ("Services Fee") pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this amount constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid pursuant to one of the options selected below exceed the not-to-exceed sum set out in this subsection A, unless the Parties agree to increase this sum by written amendment as authorized in Section 20 of the Agreement (select appropriate box).

☐ For the term commencing on _____, 201____, and ending on _____, 201____, County agrees to pay the Contractor the annual Services Fee of not-to-exceed \$_____ for Services completed and accepted as provided in Section _____ herein, payable in equal monthly payments of \$_____ on the first day of the month commencing on _____, 201____, upon submittal of an invoice as required herein.

☒ County shall pay the Services Fee to the Contractor on a fixed-fee basis for all Services completed and accepted as provided in Section 14 herein. The deliverables and the fixed fees payable are set out in Exhibit B, and are payable upon completion, and acceptance of the deliverables if applicable, and submittal of an invoice as required herein, except that during the first ninety (90) days of Contractor's performance of this Agreement, both parties will make a good faith effort to arrive at a mutually agreed upon written plan and objective measurement program allowing a payment retention by the County. Such plan will allow the County to deduct as a penalty up to but not to exceed 2.5% of the Monthly Services Fee due for any particular facility for a specific month that fails a component of the Services as defined in Exhibit B when that component of the Services was not performed and or corrected to standard in accordance with the specifications and requirements stated in Exhibit A.

☐ County shall pay the Services Fee to the Contractor at (select appropriate box):

☐ the hourly rate of _____; or

☐ the hourly rates set out in Exhibit _____ attached hereto.

Payment of the hourly rate Services Fee shall be due upon completion and acceptance of the Services and submittal of an invoice as required herein.

☐ Other _____

B. Travel Expenses. (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and County Travel Policy, and as approved in writing in advance by _____.

C. Tax Exempt Status. Contractor acknowledges that the County is a tax exempt entity.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County to (select appropriate box):

- ☒ the County Project Manager as set out in Section 17 herein; or
- ☐ as provided in Exhibit ____ attached hereto.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

5. Term of Agreement.

A. Initial Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect until expiration of the term of the Agreement or termination of the Agreement as provided herein, whichever occurs first, and except as provided in Section 16. The initial term of this Agreement shall begin (select appropriate box):

- ☐ on the Effective Date
- ☒ on January 1, 2014

and shall continue (select appropriate box):

- ☒ for a period of twenty-four (24) months
- ☐ through _____,

unless terminated or extended in accordance with the provisions of this Agreement.

B. Term Extension. (Select appropriate box.)

- ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 5(A).
- ☒ The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 8 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 6.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 8 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

7. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

8. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain,

produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement

9. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

11. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

12. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

13. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in Exhibit A, the County, through the Facility Representative or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor's Project Manager. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. (Select appropriate box.)

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 8, 9, 12.

17. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Director of Real Estate Management
509 East Ave., S.
Clearwater, FL 33756

For Contractor:

Varsity Facility Services
Attn: John E. Kelley
342 Swanson Drive
Lawrenceville, GA 30043
678-682-8700

with a copy to:

Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
cc: Purchasing Director

18. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, Contractor shall not N/A.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including N/A and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

21. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

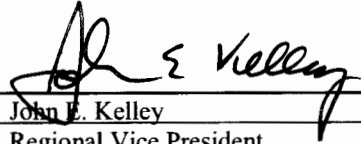
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

by and through its _____

Varsity Facility Services

By: _____

By:  _____

Name: John E. Kelley

Title: Regional Vice President

**ATTEST:
KEN BURKE, CLERK OF COURT**

By: _____
Deputy Clerk

APPROVED AS TO FORM

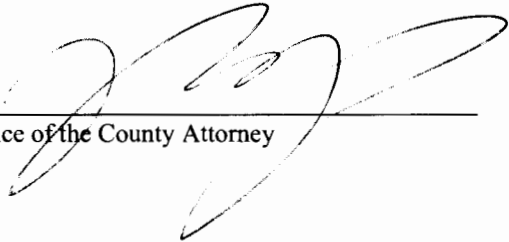
By:  _____
Office of the County Attorney

EXHIBIT A

SCOPE OF WORK

All work shall be performed as per ISSA Cleaning Industry Management Standard (CIMS) requirements. The contractor is required to furnish all labor, equipment, machinery, transportation and other implements necessary to execute this Contract.

The County is responsible to supply products indicated in this Scope of Work, Item 12C. The contractor shall supply all other cleaning materials needed to perform the janitorial service, to include but not limited to floor finish, cleaning agents and trash liners.

All workers employed by the Contractor shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this contract due to the Contractor's inability to obtain workers of the number and skill required may constitute a default of the contract.

1. STAFFING REQUIREMENTS:

- a) The Contractor shall provide adequate personnel, trained in the appropriate cleaning and janitorial methods and techniques, to properly and satisfactorily maintain the facilities during the scheduled times indicated per CIMS requirements.
- b) To ensure adequate support to daily operations, and timely response to any specific situation or performance issue, the Contractor shall maintain facility/office personnel within the geographical boundaries of Pinellas County or any of its immediate neighboring counties, and who are authorized to discuss matters pertaining to the contract.
- c) Contractor's employees shall be able to communicate fully in English.
- d) The Contractor shall notify, via e-mail, of all changes in supervisory and management personnel to the Contract Manager within 24 hours.
- e) The Contractor's employees shall be professionally uniformed in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.
- f) All workers shall be required to wear a County issued ID badge identifying them as Contractor's employees. Contractor will ensure that all workers employed under this contract by the Contractor, subcontractors or franchisees are scheduled, prior to assignment, for an appointment at the Real Estate Management Facility Operations office during the County's normal business hours to process and receive the ID badge, after approval of the required background check.
- g) The Contractor shall provide the required Day Porters, as specified in the Day Porter Group chart on the following page. Day Porter requirements apply to the Day Porter Contract Groups only. Certain buildings require daily coverage by one or more Day Porters as required per location. Day Porter services are considered part of this service contract.

Day Porters employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. Day Porter shall be trained in Blood Borne Pathogens to properly clean and dispose of various bodily fluids/waste. **The use of Day Porters that are not sufficiently trained may be grounds for termination of the contract.**

Each Day Porter shall be equipped with a cell phone and the number shall be provided to the County's Facility Representative. Day Porters will be required to use a time clock to verify hours worked.

Where and when there is more than one Day Porter, lunch breaks shall be scheduled such that at least one Day Porter is on-site and available at all times. This schedule must be approved by the Facility Representative.

If a building's days or hours of operation changes or if additional services are needed (for a special event), then the County would be charged additionally for the extra worker. The amount charged to the County would be quoted to the Facility Representative and approved by the Contract Administrator.

Special instructions and number of day porters required are included below.

DAY PORTER GROUPS CONTRACT 1 – GROUP A – NORTHWEST

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
Clearwater Complex, 315 Court Street, Clearwater	1	8	8:30 AM to 4:30 PM	Monday - Friday	Available to continually clean lobby entrances
	1	8	6:30 AM to 2:30 PM	Monday - Friday	First Floor Public Restrooms will be cleaned and stocked 4 times a day (8:00 AM, 10:00 AM, 12:00 PM & 2:00 PM). Garage Stairwells only
North County Service Center, 29582 U.S. Hwy. 19 North, Clearwater	1	8	8:00 AM to 4:00 PM	Monday - Friday	PERFORMS ALL CLEANING SERVICES; NO EVENING JANITORIAL AT THIS LOCATION Restroom to be cleaned and stocked 3 times a day (8:00 AM, 11:00 AM, 2:00 PM)
400 S. Ft. Harrison, Clearwater	1	8	7:00 AM to 3:00 PM	Monday – Friday (except as stated below)	1. First Floor Public Restrooms cleaned and stocked 2 times a day (9:00 AM & 2:00 PM) 2. First Floor Lobby and hall cleaned and damp mopped twice daily (8:00 AM – 1:00 PM)
911 Call Center Area 400 S. Ft. Harrison, Clearwater (cont.)	1	2	9:00 AM - 11:00 AM	Saturday, Sunday and Holidays	M – F (same day porter as 400 S Ft. Harrison), PLUS day porter for two (2) hours Saturday, Sundays and Holidays for restroom cleaning and stocking.
324 S. Ft. Harrison, Clearwater	As Above	As Above	As above	M-F 10AM & 2:30 PM	M-F (same day porter as 400 S Ft. Harrison). Exercise Facility's shower rooms and restrooms to be cleaned M – F, 2 times daily (10:00 AM & 2:30 PM)

DAY PORTER CONTRACT 1 – GROUP B - NORTHWEST

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
Sheriff's Administration Buildings, 10750 Ulmerton Rd., Largo	1	8	9:00 AM to 5:00 PM	Monday - Friday	See below/per building
	1	8	7:00 AM to 3:00 PM		
	1	4	8:00 AM to 12:00 PM	Saturday and Sunday	See below/per building
Annex Building # 100				7 days, as stated above	1. Public restrooms on the first floor to be cleaned and stocked 3 times a day, Monday through Friday (By 8:00 AM, 12:00 PM & 3:30 PM) 2. Trash removal 5 days a week (Friday's trash pick-up after 2:00 PM)
Building # 200	DEMOLISHED				
Building # 300	DEMOLISHED				
Building # 400	SLATED FOR DEMO			7 days, as stated above with exception to Sat/Sun service only once daily.	1. Gymnasium restroom/shower room/locker rooms located in the basement require full cleaning services on a 7 day/wk. basis: Monday through Friday service provided twice daily (8:00 AM & 3:00 PM) Saturday & Sunday service provided once daily 2. Friday's trash pick-up after 2:00 PM
Animal Services 12450 Ulmerton Rd., Largo	1	8	8:00 AM to 4:00 PM	Monday - Saturday	1. Restrooms will be cleaned & stocked 3 times a day - 7:00 AM, 11:00 AM, 2:00 PM, M-Sat 2. Lobbies, entrances and public restrooms must be cleaned before 8:30 AM , M-Sat

DAY PORTER CONTRACT 1 – GROUP B – NORTHWEST (Continued)

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
EMS/Fire 12490 Ulmerton Rd., Largo	1	8	7:00 AM to 3:00 PM	Monday - Friday	1. Public restrooms on first and second floors will be cleaned & stocked 3 times a day (7:00 AM, 11:00 AM, 2:00 PM) 2. Shower/locker rooms adjacent to exercise room on first floor will be cleaned 2 times a day (8:00AM & 2:00 PM) 3. North hallway on first floor which serves as employee access/egress for EMS personnel cleaned 2 times a day (9:00 AM – 3:00 PM – M-F) 4. Large training room on second floor cleaned daily. 5. Ambulance dispatch building to include exterior break/smoking areas 2 times daily. 6. Last trash pick-up at 2PM. See pg 70. Evening Services are 7 days per week/ Day Porter is 5 days.
Cooperative Extension 12175 125 th St. N., Largo	1	8	7:00 AM to 3:00 PM	Monday – Saturday	1. Restrooms will be stocked 2 times daily (By 8:00 AM and 1:00 PM).
Botanical Gardens	Shared/ See above	Shared/ See above	Shared/ See above	Shared/ See above	1. The main lobby area will be cleaned before 9:00 AM. 2. Restrooms will be stocked 2 times daily (By 8:00 AM and 1:00 PM).

DAY PORTER CONTRACT 1 – GROUP C – SOUTHEAST – CJC

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
County Justice Center (CJC) 14250 49 th St., Clearwater	4 TOTAL: 3 at CJC 1 travels to locations within a 5 mile radius of CJC	8/per Porter	7:00 Am to 5:00 PM (Coverage between the 4 Day Porters shall be divided to cover 7:00 AM to 5:00 PM)	Monday – Friday	None

DAY PORTER CONTRACT 1 – GROUP D – SOUTHEAST - SOUTH

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
South County Service Center, 1800 66 th St., St. Petersburg	1	8	6:30 AM to 2:30 PM	Monday – Friday	None
501 1 st . Ave. N., St. Petersburg	1	8	7:00 AM to 3:00 PM	Monday - Friday	None
545 1 st . Ave. St., St. Petersburg	1	8	8:00 AM to 4:00 PM	Monday - Friday	None

DAY PORTER CONTRACT 2 – STAR CENTER

LOCATION	NUMBER OF PORTERS	NUMBER OF HOURS	SHIFT HOURS	FREQUENCY	SPECIAL INSTRUCTIONS
7887 Bryan Dairy Road, Suite 120, Largo	1	4	10:00 AM to 2:00 PM	Monday – Friday	1. Normal Janitorial services are required on Martin Luther King Day & Veterans Day. 2. The Vending Area is open 24/7. The Contractor is permitted to temporarily close the vending area to clean floors.
Utility Building # 500	See above	See above	See above	As needed.	

- h) The Contractor shall supply the Facility Representative with a list of Personnel and supervisor(s) that will perform work at the facilities. A complete revised list shall be provided to the Facility Representative if there are any changes in personnel. Use of Personnel not named on the list must be rectified within four (4) hours.

2. SUPERVISION:

The Contractor shall provide necessary supervision with personnel who are not part of the regular on-site cleaning staff. Contractor's supervisors shall be able to communicate in English, because of the necessity to read chemical labels, job instructions and signs, as well as conversing with County personnel. The Contractor shall provide documentation that the supervisor has the necessary skills. In the event of sickness or absence of the regular supervisor, the Contractor shall be required to provide a substitute of equal or greater skills. The supervisor shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Facility Representative.

3. STANDARDS OF CONDUCT:

- a) No recruiting, hiring, or interviewing shall be conducted by the Contractor in any County buildings at any time.
- b) The Contractor is responsible for ensuring that its Personnel do not disturb papers on desks, open desk drawers or cabinets.

- c) If the on-site Facility Representative brings unacceptable work, standard of conduct, and/or appearance habits of the Contractor's Personnel to the attention of the Contractor's on-site Crew Supervisor, and corrective action is not immediately taken, this will be cause for the County to require removal of that employee from the property. The County may at its sole discretion, deem such failure a material breach and cause for immediate termination of the contract.
- d) County property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's Personnel. Telephones supplied by the County are to be used by the Contractor for internal business only to perform this contract. The Contractor may arrange, at his/her expense, with the Facility Representative to have the telephone company install private outside business phones for his/her use in making calls outside the building. Unauthorized use of County telephones will be a deduction of actual documented cost of the telephone bill in addition to a 15% administrative charge
- e) It shall be the Contractor's responsibility to clean up and/or rectify any damage to County property caused by any individuals connected with the Contractor, to the County's satisfaction. Further, if the Facility Representative finds that repairs or changes are required to the building, any of its contents, or its accessories, etc., which, in the opinion of the Facility Representative, are necessary as the result of the Contractor's misuse of materials, equipment or workmanship, which are inferior, defective, damaging, or not in accordance with the terms of the contract, the Contractor shall, within 24 hours receipt of notice from the Facility Representative, place in satisfactory condition, in every particular instance, all such work, correct all defects, and shall make good any work or materials, or equipment and contents of said building or site disturbed in making such restoration, at no additional cost to the County.
- f) In any case where the Contractor, during the fulfilling of the requirements of the contract or restoration work, embraced in or required thereby, disturbs any work being performed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Facility Representative, at the request of the Facility Representative and at no additional cost to the County.
- g) The Contractor shall provide written loss prevention procedures to the Facility Representative prior to award of contract. For the loss of equipment used by the Contractor that is furnished by Pinellas County, then this replacement cost plus 15% administrative charge will be deducted from the next invoice. The replacement cost of equipment furnished by Pinellas County and used by the Contractor, which incurs loss due to wrongful use will be deducted from the next invoice.

The Contractor shall also establish written procedures to eliminate wrongful use by their Personnel of the property of Pinellas County. This property includes, but is not limited to the following:

- | | |
|--------------------------|-------------------------------------|
| 1. Telephone System | 4. Computer Equipment |
| 2. Audio/Video Equipment | 5. Office Equipment |
| 3. Kitchen Appliances | 6. Any other County owned equipment |

- h) The Facility Representative, under whose direction the work shall be performed, shall be consulted as to the manner of start time of work so as to cause a minimum of interference. The work shall be carried out in such a manner that there will be no interruption to or interference with the proper execution of Pinellas County business. Verbal interaction between Contractor's Personnel and building occupants shall be kept to a minimum. Except where required at specific locations, any work necessary to be performed on Saturdays, Sundays or legal holidays shall be performed without additional expense to Pinellas County and requires prior approval by the Facility Representative. All Contractor's Personnel while at work, and on the premises, shall comply with all building regulations. The Contractor agrees to alter his/her work methods, schedules and procedures if the Facility Representative determines that they are detrimental to County operations.
- i) Pinellas County continually establishes service contracts for its facilities, and at scheduled times awards various project contracts for necessary building repairs or improvements. The Contractor shall fully cooperate with such other Contractors and Pinellas County employees in fitting the work schedules to such other work as may be directed by the Facility Representative. The Contractor shall not commit or permit any act by their Personnel which will interfere with the performance of work by another Contractor.

- j) It is the responsibility of the Contractor to provide all materials and training to insure a safe working environment for their Personnel, County employees and the public. The Contractor will comply with all applicable federal, state and local requirements for workplace safety, as well as any requirements placed on them by the Facility Representative.

4. **PINELLAS COUNTY CONTRACT MONITORING OF CONTRACTOR'S PERFORMANCE:**

The performance under this contract shall be monitored by the Facility Representative as designated under each Group. The representative shall monitor the quality of work performed, the manner of performance, rate of progress of the work and the acceptability of chemicals, supplies, tools and equipment furnished by the Contractor.

As of the date of this contract, Facility Representatives as designated under each Group are as follows:

Contract #	Group - Name	Location	Facility Reps./Contacts
1	A – REM - Northwest Section (North)	303 Chestnut Street Clearwater, FL 33756	Ron Manning 727-464-3488
1	B – REM - Northwest Section (Mid)	10750 Ulmerton Road Largo, FL	Ron Manning 727-464-3488
1	C – REM - Southeast Section (Central)	14250 49th St. N., Clearwater, FL 33762	Don Ross 727-464-6151
1	D – REM - Southeast (South)	501 1st Avenue N., Suite A117 St. Petersburg, FL 33709	Scott Rozell 727-582-7738
1	E – REM - Detention	14400 49th St. N. Clearwater, FL 33762	Keith Royster 727-464-6972
1	F – REM - Real Property	509 East Avenue S. Clearwater, FL 33756	Jeanne Armstrong 727-464-5323
2	Young-Rainey STAR Center	7887 Bryan Dairy Road, Suite 120 Largo, FL 33777	Jeffrey Sibbach 727-541-8713
3	Department of Environment & Infrastructure	14 S. Ft. Harrison Clearwater, FL 33756	Ruth Alber 727-464-4180

5. **CONTRACTOR'S WEB-BASED WORK ORDER MANAGEMENT PROGRAM:**

Not excluding other forms of communication, Contractor shall provide data storage and analysis tasks related to work orders, quality audits, periodic work and detail reporting on a secure web-based program (VEKTR Quality Assurance System) that shall administrated and supported by Contractor. Contractor shall provide designated Pinellas County Facility Representatives with appropriate training of Contractor's web-based system to ensure effective use of the program.

6. **SECURITY REQUIREMENTS/BACKGROUND CHECKS/IDENTIFICATION BADGES:**

- a) All Contractor Personnel are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the project. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Manager.

The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for Contractor Personnel.

Additional Requirements for Contract 1, Group C (Southeast – CJC): The Contractor will submit the Sheriff's Office Fingerprint Card Information to the Facility Manger (Group 3 only) along with items defined in Step Two. The Contractor will schedule through the Facility Manager a time for his Personnel to be fingerprinted by the Sheriff's Office.

Step Three - The Facility Manager will communicate the results of the Sheriff's Office review to the Contractor.

- b) A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license number shall be submitted to the Facility Manager. This list is to be kept current by the Contractor and promptly submitted to the Facility Manager at the beginning of each month, or immediately, if any changes are made to Contractor's personnel.
- c) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the respective Facility Manager for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.

All Contractor Personnel are required to wear picture identification (ID) badges, to be furnished by Pinellas County for the various facility sections.

- d) The Contractor shall make the Personnel available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor Personnel shall sign each badge at the time of receipt.
- e) The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the Contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any Contractor's employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when Personnel are dismissed or terminated.

7. **BUILDING SECURITY AND ACCESS CONTROL:**

The Contractor shall be furnished means of access to all rooms requiring janitorial services. Any keys or key cards issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor or their Personnel. These keys/key cards are to be returned to County security personnel for safekeeping at the end of janitorial service period. Exceptions will be addressed by the Facility Representative on an individual basis, based upon specific circumstances. *The Contractor is responsible to provide to the County and keep current a list of Personnel authorized to sign-out keys that grant access to a facility.*

Any area, to which the Contractor is provided access by means of a key/key card, shall be opened for the purpose of janitorial services only. Immediately upon completion of janitorial service, the area shall be secured. No person or persons shall be permitted access to secured areas by any Contractor's Personnel. No exterior door or interior door will be propped open.

The Contractor shall be aware that for security purposes, all Pinellas County properties may be under video surveillance.

The County shall not be responsible for loss of personal property or possessions of Contractor's employees.

8. **SPECIAL SERVICES**

In the event of special or unusual conditions, the Facility Representative may require the Contractor to provide additional janitorial cleaning services not covered by the specifications and requirements as contained in this Request for Proposal. Payment will be made at the Contractor's bid hourly cost for labor provided for Special Services. These services will be billed as part of the next regularly scheduled Contractor's invoice, but will be listed separately on the invoice from the standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the Facility Representative. All written orders and written confirmation of oral orders will describe the service to be provided and will establish the maximum number of hours for which the Contractor will be compensated. All oral orders shall be followed up with a written change order.

Special events at Cooperative Extension and Botanical Gardens would require additional services.

9. **EMERGENCY SERVICES**

If a janitorial emergency arises (such as flooding of a particular section of the building) the Contractor shall divert its workforce, as deemed necessary by the Facility Representative, from their normal assigned duties to respond to the conditions. When these Contractor's Personnel are no longer needed, they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because normal daily work was not performed, but every effort must be made to complete contract requirements.

10. **HOURS OF WORK FOR NIGHT AND DAY FULL CONTRACT CLEANING (Day Porter Services Excluded)**

Pinellas County recognizes the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Day following Thanksgiving
Christmas Day	December 25

Other County holidays may occur depending on calendar days grouping.

The Contractor is not required to provide day porter and/or janitorial services for the County's recognized holidays. If the Contractor does elect to provide services on recognized holidays, there will be no extra charge to the County.

Work hours may change as operation needs change or as is deemed in the best interest of the County by the Facility Representative. Vacuuming, restroom, hard and resilient floor maintenance (buffing, stripping and waxing, etc.) shall be scheduled and accomplished after normal working hours, and on weekends.

11. **NOTIFICATION OF NEEDED REPAIRS:**

The Contractor shall promptly notify the Facility Representative of needed repairs and/or damages to soap, paper towel and other restroom dispensers, as well as other damaged or malfunctioning fixtures and building accessories which are observed during the performance of services.

12. **SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:**

A. **FURNISHED BY PINELLAS COUNTY:**

- I. Electrical power at existing outlets as necessary.
- II. Water as necessary.
- III. Space within the building commensurate with the Contractor's personnel complement and operational requirements, if available. Any existing equipment within Pinellas County custodial space such as clothes lockers, tables, benches, chairs, etc., placed within the building by Pinellas County may be used by the Contractor during the term of the contract provided authorization is received from the Facility Representative. This space and equipment must be kept neat and clean and returned to Pinellas County at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.
- IV. The Contractor shall maintain space utilized in the building for storage of bulk supplies and equipment in a neat, clean, safe, and orderly fashion. Pinellas County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment, etc.
- V. Janitor's closets available within the buildings are for storing materials, supplies and equipment. These closets and the stored equipment shall be kept clean and in an orderly and safe manner by the Contractor.
- VI. All janitorial storage areas will be designated by the Facility Representative.
- VII. Electrical closets, mechanical and communication rooms are not acceptable as storage areas.

B. FURNISHED BY THE CONTRACTOR:

- I. In addition to labor, the Contractor shall furnish trash bags/liners, cleaning products, materials and equipment necessary for the performance of the work of this contract unless otherwise specified.
- II. All solution containers shall be labeled by its manufacturer or with a photocopy of the label from the chemical container and HMIG (Hazardous Material Identification Guide) labels.
- III. Any material which the Facility Representative suspects of not meeting quality industry standards shall be tested by a recognized testing laboratory. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the Facility Representative prior to the starting date of the contract.
- IV. The Facility Representative shall have the final authority regarding the products that are installed in County facilities and may require discontinuation of a product that is found unacceptable for any reason.
- V. All necessary cleaning equipment, needed for the performance of the work of this contract shall be furnished by the Contractor.
- VI. Within 10 days of request and prior to the starting date of the contract, the Contractor shall submit to the Facility Representative a list, with Safety Data Sheets (SDS), providing the name of the manufacturer, address, telephone number, the brand name, the GS-37 certification and intended use of all materials that will be used in the performance of this contract. This list will remain current at all times. Only supplies that have been approved by the Facility Representative may be used. **All materials used must be accompanied by the Safety Data Sheets (SDS)** with a copy placed on file with the Facility Representative at each site. Bleach, ammonia, and acid products shall not be used or maintained on premises unless prior authorization from the Facility Representative is received. Documentation must also be provided to the Facility Representative that all Contractors' Personnel have received and are in compliance with the current Haz-Comm act of 1991.

C. PRODUCTS FURNISHED BY PINELLAS COUNTY AND INSTALLED BY THE CONTRACTOR:

- I. The County will furnish the following products to be installed by the Contractor.
 - a) Rolled Towels and C-fold Towels
 - b) Toilet tissue
 - c) Hand soap
 - d) Urinal blocks/deodorizer blocks (except STAR Center)
 - e) Toilet seat covers (STAR Center only)

NOTE. No County supplied paper products will be used by the Contractor as cleaning supplies.

- II. The Contractor is responsible for estimating their needed product quantities based on building size, population, industry standards, etc. The Contractor is responsible for insuring that these items are fully stocked at all times and will notify the Facility Representative when supplies become low and require re-stocking. No additional compensation shall be paid to Contractor to ensure that such products remain fully stocked.

13. TRASH REMOVAL:

Use of County elevators for trash removal and/or movement of equipment shall be limited to one car only unless otherwise authorized by Facility Representative. The Contractor will keep these areas clean.

All waste going into dumpsters shall be bagged or placed in closed containers before disposal. Contractor shall be responsible for operating any trash or recycling compactor. All materials in recycling bins must be kept separate from other waste. See Item 16, Recycling Program.

14. FULL FOOD PREPARATION AREA:

The Brooker Creek Educational Center (Contract 1A) leases its food preparation area for certain events. The lessee is required to clean the kitchen at all times. Upon request by the County, the Contractor will clean the kitchen consisting of: sanitizing working counters, sinks, and floors; cleaning and shining of appliances and removal of fingerprints and smears from stainless steel surfaces and glass. **When this service is requested, the charge will be billed separately and presented to the Parks and Conservation Resources (department) at 3940 Keystone Rd. for payment.**

15. **SENSITIVE EQUIPMENT AREAS:**

- A. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This should entail vacuuming and/or dry mopping and wet mopping.
- B. The County will instruct the Contractor on proper care around sensitive equipment. The Contractor will then instruct their cleaning personnel on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with their equipment.
- C. Extreme caution will be taken to avoid power interruption to devices or the use of the same circuit for cleaning equipment and sensitive devices at any one given time. The Contractor shall contact the County for identification of these areas; the use of cleaning equipment near sensitive devices; the use of only those cleaning products guaranteed not to damage sensitive electronic equipment; the use of cleaning products on or around sensitive devices; the appropriate method of cleaning said equipment and its surrounding area.

16. **RECYCLING PROGRAM**

Contractors are required to participate in the County's Recycling Program. During the life of this contract, recycling containers will be furnished by the County. The Contractor may not mix trash with recyclables. It is anticipated that aluminum cans and plastic bottles will be added to the program during the contract period. The Contractor will comply with changes without additional cost to the County.

Recycling program details are as follows:

- a) Cardboard must be broken down before placement in recycling bins or dumpsters. If the location does not have a separate cardboard recycling dumpster, boxes must be broken down and placed next to the paper recycling bins located outside the building. Small scraps of cardboard may be placed in the paper recycling bins located inside offices, but no boxes shall be placed in these interior recycling bins. If the location has a separate cardboard recycling dumpster or compactor, then all cardboard must be broken down and placed in this exterior container. No cardboard should be dumped into trash receptacles, and trash must not be placed in cardboard recycling containers.
- b) The Contractor is responsible for transporting recycling from the **larger recycling containers** located throughout the facilities to a centrally located recycling area. Paper recycling must not be dumped into trash containers. Small recycling containers located throughout County offices shall be emptied into larger recycling containers by County employees only.
- c) Recycling bins for plastic bottles and aluminum cans must not be dumped into trash containers. Likewise, trash must not be dumped into recycling bins for bottles and cans. Recycling bins marked "bottles and cans" will be located in break rooms, lobbies, and other public areas. Unless no bottles or cans are present, all of these recycling bins located inside the buildings must be emptied daily. These bins must be dumped into exterior recycling containers marked "bottles and cans", located near the exit. No trash should be placed in these exterior recycling containers.

NOTE: The STAR Center (Contract No. 2) recycles cardboard. The Contractor will be responsible to breakdown cardboard boxes and transport to the cardboard recycling compactor located on the north side of the main building.

17. **SLIP RESISTANCE:**

The Contractor shall verify that all floor finishes and sealers meet or exceed industry standards as established by the Chemical Specialties Manufacturer's Association. Floor finishing materials must have a static "*coefficient of friction*" of at least 0.5 when tested by a slip meter. Spray buff solutions and other such chemicals applied to non-carpeted floors shall provide adequate protection against slippery floors.

EXHIBIT B

CONTRACT GROUPS & PRICING

CONTRACT 1: REAL ESTATE MANAGEMENT GROUPS A – F

CONTRACT 2: YOUNG-RAINEY STAR CENTER

CONTRACT 3: DEPARTMENT OF ENVIRONMENT & INFRASTRUCTURE (DEI)

(Building square footage data are approximate figures only. For locations with day porters, refer to Day Porter Section, above.)

CONTRACT I – GROUP A - NORTHWEST SECTION (NORTH)

303 Chestnut St., Clearwater, FL Contact: Ron Manning: 727-464-3488, Damon Hostetler: 727-464-3488

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00 PM to 2:00 AM unless otherwise noted	Per Month	Total x 24 Months
1	Annex Building	400 S. Ft. Harrison Ave.	82,363	Y	A	Standard Cleaning Times	\$6,872.35	\$164,936.40
2	Facility Operations – Northwest Section	303 Chestnut St.	4,209	N	C	Standard Cleaning Times	\$228.13	\$5,475.12
3	Communications	333 Chestnut St.	23,985	N	A	Standard Cleaning Times	\$1,335.97	\$32,063.28
4	REM/OMB/Clerk of the Court Records	509 East Ave.	46,525	N	B	Standard Cleaning Times	\$2,352.18	\$56,452.32
4a	Warehouse Floors Clerk of the Court, Civil Probate Records Retention	509 East Ave.	1,000	N	E	8:00 AM – 4:30 PM	\$370.14	\$8,883.36
5	Main Courthouse and Garage Stairwells Only	315 Court St.	154,648	Y	A	Standard Cleaning Times Marble floors are maintained by County	\$12,928.85	\$310,292.40
6	Old Courthouse	324 S. Ft. Harrison Ave.	52,880	N	A	Standard Cleaning Times	\$2,813.22	\$67,517.28
7	Consumer Affairs & Justice Coordination	631 Chestnut St.	6,132	N	B	Standard Cleaning Times	\$349.80	\$8,395.20
8	Building Department and Garage	440 Court St.	38,789	N	B	Standard Cleaning Times	\$2,004.46	\$48,107.04
9	Planning	310 Court St.	18,479	N	A	Standard Cleaning Times	\$1,048.20	\$25,156.80
9a	Parking Garage	310 Court St.	N/A	Y	G	Standard Cleaning Times Elevators, Stairwells, Trash	\$300.00	\$7,200.00

CONTRACT I – GROUP A - NORTHWEST SECTION (NORTH) (Continued)

303 Chestnut St., Clearwater, FL Contact: Ron Manning: 727-464-3488, Damon Hostetler: 727-464-3488

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00 PM to 2:00 AM unless otherwise noted	Per Month	Total x 24 Months
10	Clerk of Circuit Court Division of Inspector General	510 Bay Ave.	4,302	N	B	Standard Cleaning Times	\$306.96	\$7,367.04
11	Employee Relations	520 Oak Ave.	2,205	N	C	Standard Cleaning Times	\$291.40	\$6,993.60
12	North County Service Center (North Traffic Court)	29582 US Hwy. 19 N	18,489	Y - ONLY	A	No Evening Janitorial. Day Porter performs all services. See Day Porter schedule.	\$2,226.65	\$53,439.60
13	Public Works Operations	22211 US Hwy. 19 N				Cleaning Times Mon. – Fri. 5:30 PM to 12:00 AM unless otherwise noted		
#1	Emergency Responders (ERB)		60,885	N	A	Standard Cleaning Times	\$3,269.74	\$78,473.76
#1	ERB – Warehouse Floor		19,669	N	E	Every other week on Friday	\$74.55	\$1,789.20
#2	Vehicle Storage Building (VSB) Restroom Only		100	N	F	Mon. – Thurs.	\$71.92	\$1,726.08
#2	VSB Warehouse Floor		10,515	N	E	Every other week on Thursday	\$39.85	\$956.40
#5	Traffic Sign Shop		5,170	N	F	Standard Cleaning Times	\$358.96	\$8,615.04
#6	Water Quality		1,930	N	A	Standard Cleaning Times	\$358.96	\$8,615.04
#8	Security/Special Offices		1,000	N	F	Standard Cleaning Times	\$358.96	\$8,615.04
#10	Water Quality		6,450	N	A	Standard Cleaning Times	\$365.76	\$8,778.24
#15	Tree Crew		3,744	N	F	Standard Cleaning Times	\$377.80	\$9,067.20

CONTRACT I – GROUP A - NORTHWEST SECTION (NORTH) (Continued)

303 Chestnut St., Clearwater, FL Contact: Ron Manning: 727-464-3488, Damon Hostetler: 727-464-3488

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00 PM to 2:00 AM unless otherwise noted	Per Month	Total x 24 Months
#16	Survey & Mapping		9,800	N	F	Standard Cleaning Times	\$506.81	\$12,163.44
#16	NW Bay Concrete Floor		860	N	E	Standard Cleaning Times	\$358.96	\$8,615.04
#20	2 Restrooms		300	N	C	Standard Cleaning Times	\$178.73	\$4,289.52
14	Highway Yard/North Maintenance District	4314 US Alt. 19N., Palm Harbor	See below					
		Carpeted Areas VCT Tile	855 1,255 290	N	C	2x/week (Tues./ Thurs.) during Standard Cleaning Times	\$151.23	\$3,629.52
15	Brooker Creek – Bldg. # 1	3940 Keystone Road Tarpon Springs	TOTAL 25,648	N	C	Standard Cleaning Times	\$1,365.61	\$32,774.64
15 a.	Brooker Creek – Bldg. #2		Incl. above	N	B	Standard Cleaning Times	Incl. above	Incl. above
15 b.	Brooker Creek – Bldg. #3		Incl. above	N	B	Standard Cleaning Times	Incl. above	Incl. above
16	Brooker Creek	3611 Fletch Haven Tarpon Springs	3,465	N		1x/mo. Services.	\$49.66	\$1,191.84
Sub-Total Group A (Monthly)								\$991,579.44

CONTRACT I – GROUP A - NORTHWEST SECTION (NORTH) (Continued)**303 Chestnut St., Clearwater, FL Contact: Ron Manning: 727-464-3488, Damon Hostetler: 727-464-3488**

	Facility Name	Address	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00 PM to 2:00 AM unless otherwise noted	Per Qtr.	Total x 8 Quarterly
17	Vacant Building Brooker Creek	3620 Fletch Haven Tarpon Springs	5,935	N	N/A	1 x/mo. services (vacuum, dust, sweep, etc.)	\$73.09	\$584.72
18	Vacant Building	201 Rogers St.	5,814	N	N/A	1 x/mo. services (vacuum, dust, sweep, etc.)	\$33.37	\$266.96
Sub-Total Group A (Quarterly)								\$851.68
TOTAL GROUP A: (MONTH & QUARTERLY)								\$992,431.12

CONTRACT I – GROUP B - NORTHWEST SECTION (MID)

9685 Ulmerton Rd., Largo, FL Contact: Ron Manning: 727-464-3488, Art Barker: 727-582-6472

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00 PM to 2:00 AM unless otherwise noted	Per Month	Total x 24 Months
1	Fleet Management Service Center	9685 Ulmerton Rd.	12,887	N	C	Standard Cleaning Times Trash Removal 5 days a week (Friday's trash pick-up after 2:00 PM)	\$633.68	\$15,208.32
2	Public Safety Campus -- Annex	10750 Ulmerton Rd.	18,235	Y	A	Standard Cleaning Times	\$1,052.41	\$25,257.84
3	Public Safety Campus – Bldg.100	10750 Ulmerton Rd.	40,560	Y	A	8:00 AM – 4:00 PM	\$7,098.78	\$170,370.72
4	Public Safety Campus – Bldg.200/300	10750 Ulmerton Rd.	N/A	Y	C	8:00 AM – 4:00 PM	N/A	N/A
5	Public Safety Campus – Bldg.400	10750 Ulmerton Rd.	19,328	Y	C	8:00 AM – 4:00 PM	\$1,115.23	\$26,765.52
6	PSC – Vehicle Maintenance – Bldg.3 - NEW	10750 Ulmerton Rd.	10,230	Y	A	8:00 AM – 4:00 PM	\$590.27	\$14,166.48
7	Animal Services Building A and restrooms in Building E	12450 Ulmerton Rd.	16,699	Y	A	Standard Cleaning Times	\$2,675.21	\$64,205.04
8	Emergency Medical Services	12490 Ulmerton Rd.	47,944	Y	A	7 DAY EVENING SERVICES 5:00 PM – 2:00 PM	\$6,254.22	\$150,101.28
9	Cooperative Extension Facility	12520 Ulmerton Rd.	26,511	Y	A	Standard Cleaning Times	\$4,111.04	\$98,664.96
10	Supervisor of Elections	13001 Starkey Rd.	27,406	N	A	Standard Cleaning Times During election cycles, full cleaning services are required 5 days a week.	\$1,567.90	\$37,629.60
11	Botanical Gardens – Public Restrooms Only – SAME DAYPORTER	12211 Walsingham Rd.	1,000	Y	A	Standard Cleaning Times	\$370.14	\$8,883.36
Sub-Total Group B (Northwest – Mid)								\$611,253.12

CONTRACT 1 – GROUP C – SOUTHEAST SECTION (CJC)**14250 49th St. N., Clearwater, FL Contact: Joe Manninen: 727-464-6151, Don Ross: 727-464-6151**

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. unless otherwise noted	Per Month	Total x 24 Months
Add	Sheriff's K9 & Gun Range	11700 34 th Street N.		N	A	5:00 PM – 8:00 PM	\$800.00	\$19,200.00
1	County Justice Center	14250 49 th St. N.,	467,442	Y	A	5:00 PM – 12:00 AM	\$36,995.74	\$887,897.76
2	Sheriff's Forensic Services Bldg. # 1	4801 145 th Ave. N,	9,630	Y	A	4:00 PM – 12:00 AM	\$584.87	\$14,036.88
3	Sheriff's Evidence Service Bldg. # 2	4707 145 th Ave. N.,	12,876	Y	A	5:00 PM – 8:00 PM	\$794.97	\$19,079.28
4	Sheriff's AFIS Service Bldg. # 3	4645 145 th Ave. N.,	19,466	Y	A	5:00 PM – 12:00 AM	\$1,143.05	\$27,433.20
5	Clerk's Records Retention Center	14155 49 th St. N.,	16,700	Y	A	5:00 PM – 12:00 AM	\$989.04	\$23,736.96
6	Weedon Island Education Center & Pier Public Restrooms	1800 Weedon Dr., NE, St. Petersburg	17,000	N	A	6:30 AM – 10:00 AM Mon, Weds, Thurs, Fri, Sat. NO Tues or Sun	\$1,429.22	\$34,301.28
7	PAL Sports Center - REMOVE	3755 46 th Ave. N St. Petersburg	N/A			9:30 AM – 12:00 PM During School Holidays: 6:00 PM – 10:00 PM	N/A	N/A
8	Surplus Warehouse Office Space & Bathrooms only	14390 Roosevelt Blvd.,	1,150	N	C	Clean 2 x a month Tuesdays or Thursdays Contact REM for entry	\$45.85	\$1,100.40
9	Mosquito Control	4100 118 th Ave. N.						
	Admin.Bldg. # 1		3,961	N	A	8:00 AM – 2:00 PM	\$370.62	\$8,894.88
	Employees Bldg. # 2 (Offices/Breakroom –)		2,200	N	A	8:00 AM – 2:00 PM	\$361.17	\$8,668.08
	Helicopter Hanger		832	N	C	8:00 AM – 2:00 PM	\$368.26	\$8,838.24
10	Lab		1,755	N	A	8:00 AM – 2:00 PM	\$378.59	\$9,086.16
Sub-Total Group C (CJC)								\$1,062,273.12

CONTRACT 1 – GROUP D – SOUTHEAST SECTION (SOUTH)501 1st. Ave. N., Suite A117, St. Petersburg, FL, Contact: Joe Manninen: 727-464-6151, Scott Rozell: 727-582-7745

	Facility Name	Address is City of St. Petersburg unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00PM – 2:00AM unless otherwise noted	Per Month	Total x 24 Months
1	County Building - Tower	501 1 st . Ave. N.	68,394	Y	A	Standard Cleaning Times	\$3,809.55	\$91,429.20
	Annex		12,681	Y	A	Standard Cleaning Times	\$3,785.38	\$90,849.12
2	Garage	501 1 st Ave. N.	N/A	Y	G	Standard Cleaning Times	Include above	Include above
3	Judicial Building	545 1 st . Ave. N.	61,616	Y	A	Standard Cleaning Times	\$6,511.06	\$156,265.44
4	Garage	545 1 st Ave. N.	N/A	Y	G	Standard Cleaning Times	Include above	Include above
5	South County Service Ctr.	1800 66 th St. N.	29,760	Y	A	Standard Cleaning Times	\$1,806.43	\$43,354.32
6	Human Services	647 1 st . Ave. N.	16,788	N	A	Standard Cleaning Times	\$2,589.82	\$62,155.68
7	South County Connection Center	3875 54 th Ave. N.	2,400	N	A	Standard Cleaning Times	\$369.69	\$8,872.56
Sub-Total Group D (Southeast - South)								\$452,926.32

CONTRACT 1 - GROUP E – DETENTION14400 49th St. N., Clearwater, FL Contact: Keith Royster: 727-464-6972, Carlos Negron: 727-464-6972

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. unless otherwise noted	Per Month	Total x 24 Months
1	Facility Operations Bldg. Restrooms & Breakroom Remainder of Building	14400 49 th St. N.	1,127 2,638	N	A B	4:00PM – 8:30 PM	\$753.16	\$18,075.84
2	Sheriff's Administrative Support Building	14500 49 th St. N.	28,018	N	B	7:00 AM - 3:00 PM Restrooms 5 x week	\$1,646.41	\$39,513.84
Sub-Total Group E (Jail & Detention)								\$57,589.68

CONTRACT 1 - GROUP F – REAL PROPERTY**509 East Ave. S., Clearwater, FL Contact: Jeanne Armstrong: 727-464-5323**

	Facility Name	Address is City of Clearwater unless otherwise noted	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. unless otherwise noted	Per Month	Total x 24 Months
1	Tax Collector's Office	1663 Gulf to Bay Blvd.	10,100	N	A	6:00 PM – 10:00 PM	\$562.57	\$13,501.68
2	Records Management Bldg. Office Space Upstairs Area	5300 Ulmerton Rd.	14,114 884	N	B B	8:00 AM – 5:00 PM	\$947.52	\$22,740.48
2a	Warehouse restroom	5300 Ulmerton Rd.	318	N	E	8:00 AM – 5:00 PM	\$397.50	\$9,540.00
3	Sheriff's S.P.O.T. Unit	6160 Ulmerton Rd. Ste. 104	4,049	N	B	8:00 AM – 5:00 PM	\$356.17	\$8,548.08
4	Clerk's Print Shop Office	8585 Somerset Blvd., Ste. B	2,500	N	B	2:00 PM – 6:00 PM	\$361.47	\$8,675.28
4a	Clerk's Print Shop Warehouse		11,325	N	E	Sweep 1x per month during 2:00 PM – 6:00 PM time span.	\$21.38	\$513.12
5	Sheriff's Civil & Warrants	4400 140 th Ave. N.	6,302	N	A	2:00 PM – 6:00 PM	\$365.30	\$8,767.20
6	Sheriff's Purchasing Warehouse Office Space Warehouse Space	13770 Automobile Blvd.,	2,500	N	B	8:00 AM – 5:00 PM	\$428.05	\$10,273.20
Sub-Total Group F (Real Property)								\$82,559.04
TOTAL CONTRACT 1 (Groups A-F)								\$3,259,032.40

CONTRACT 2 - YOUNG-RAINEY STAR CENTER

7887 Bryan Dairy Road, Suite 120, Largo, FL, Contact: Jeff Sibbach: 727-581-8173

	Facility Name	Address: City of Largo	Approx Sq. Footage		Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. 5:00PM -12:00AM	Per Month	Total x 24 Months
			First Floor	Second Floor					
1	Main Building # 100	7887 Bryan Dairy Rd., Ste. 120, Largo	22,027	11,895	Y	D	Standard Cleaning Times	\$5,088.30	\$122,119.20
2	Utility Building # 500	7887 Bryan Dairy Rd., Ste. 120, Largo	1,981		Y	D	Standard Cleaning Times	\$297.15	\$7,131.60
TOTAL CONTRACT 2									\$129,250.80

CONTRACT 3 - DEPARTMENT OF ENVIRONMENT & INFRASTRUCTURE (DEI)

	Facility Name	Address	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. unless otherwise noted	Per Month	Total x 24 Months
1	DEI Administration Building	14 S. Ft. Harrison Ave., Clearwater	60,000	N	A	7:00 PM – 12:00 AM Mon. - Fri	\$2,909.93	\$69,838.32
2	General Maintenance South (GMS)	6730 142 nd Ave., Largo	20,000	N	A	5:00 PM – 12:00 AM Mon. - Fri	\$1,014.21	\$24,341.04
	General Maintenance South – Fleet Building	6730 142 nd Ave., Largo	350	N	A	5:00 PM – 12:00 AM Mon. - Fri	\$362.98	\$8,711.52
4	General Maintenance North (GMD)	3900 Dunn Dr., Palm Harbor	11,300	N	A	5:00 PM – 12:00 AM Mon. - Fri	\$586.91	\$14,085.84
5	General Maintenance North – Fleet Building	3900 Dunn Dr., Palm Harbor	350	N	A	5:00 PM – 12:00 AM Mon. - Fri	\$365.63	\$8,775.12
6	Logan Station Bldgs. A & C	1620 Ridge Rd., Largo	12,000	N	B	5:00 PM – 12:00 AM Mon. Weds. & Fri.	\$351.31	\$8,431.44
7	Logan Station Bldg. B	1620 Ridge Rd., Largo	17,500	N	C	5:00 PM – 12:00 AM Friday	\$201.81	\$4,843.44
8	W. E. Dunn WWTF Administrative Bldg.	4111 Dunn Dr. Palm Harbor	8,818	N	B	5:00 PM – 12:00 AM Mon. Weds. & Fri.	\$258.16	\$6,195.84
9	W. E. Dunn WWTF Press Bldg. Office	4111 Dunn Dr. Palm Harbor	500	N	B	5:00 PM – 12:00 AM Mon. Weds. & Fri.	\$105.72	\$2,537.28

14 S. Ft. Harrison St., Clearwater, FL Contact: Ruth Alber: 727-464-4180

CONTRACT 3 - DEPARTMENT OF ENVIRONMENT & INFRASTRUCTURE (DEI) (Continued)**14 S. Ft. Harrison St., Clearwater, FL Contact: Ruth Alber: 727-464-4180**

	Facility Name	Address	Approx Sq. Ft.	Day Porter Y/N	Service Level	Cleaning Times Mon. – Fri. unless otherwise noted	Per Month	Total x 24 Months
10	W. E. Dunn WWTF Bathrooms/Shelters/ Garbage Cans in Park	4111 Dunn Dr. Palm Harbor	2,100	N	B	5:00 PM – 12:00 AM Mon. Weds. & Fri.	\$158.58	\$3,805.92
11	Operations/Meter Reader Bldg.	9837 Ulmerton Rd. Largo	5,400	N	B	6:00 PM – 12:00 AM Mon. Weds. & Fri.	\$218.05	\$5,233.20
12	Solid Waste Administrative Bldg.	3095 114 th Ave. N. St. Petersburg	16,895	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$512.24	\$12,293.76
13	Solid Waste Scale House Bldgs.	3095 114 th Ave. N. St. Petersburg	12,700	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$634.36	\$15,224.64
14	Solid Waste Maintenance Bldg.	3095 114 th Ave. N. St. Petersburg	5,000	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$211.44	\$5,074.56
15	Solid Waste – Waste to Energy Contractor Bldg – Training Rm. & Restrooms	3095 114 th Ave. N. St. Petersburg	1,713	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$211.44	\$5,074.56
16	Solid Waste – Industrial Water Treatment Plant – Control Room, Lab & Restroom	3095 114 th Ave. N. St. Petersburg	585	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$211.44	\$5,074.56
17	Solid Waste – HEC3 – Admin. Bldg, Lab & Restroom in Warehouse	3095 114 th Ave. N. St. Petersburg	2,560	N	B	6:30 PM – 12:00 AM Mon. Weds. & Fri.	\$211.44	\$5,074.56
18	North Booster Station Restroom & Control Switch Area	27707 US 19N, Clearwater	1,714	N	B	5:00 PM – 12:00 AM Tues. & Thurs.	\$69.42	\$1,666.08

TOTAL CONTRACT 3**\$206,281.68****TOTAL ALL CONTRACTS (1, 2 & 3)****\$3,594,564.88**

Unspecified monies are not a purchase guarantee. Such services may be ordered and authorized solely at the discretion of the County

	UNSPECIFIED \$50,000.00
--	-------------------------

SPECIAL SERVICES UPON REQUEST:

ADDITION/DELETIONS OF SPACE/LOCATION:

Service Level:

A	HIGH TRAFFIC AREAS	<u>\$.108</u>	/SQ. FT.
B	MEDIUM TRAFFIC AREAS	<u>\$.064</u>	/SQ. FT.
C	LOW TRAFFIC AREAS	<u>\$.055</u>	/SQ. FT.
D	STAR CENTER	<u>\$.200</u>	/SQ. FT.
E	WAREHOUSE	<u>\$.033</u>	/SQ. FT.
F	DEI OPS.	<u>\$.091</u>	/SQ. FT.
G	GARAGE	<u>\$.013</u>	/SQ. FT.

EMERGENCY WATER EXTRACTION CLEANING \$.014/SQ. FT.

FLOOR STRIPPING/SEALING/WAXING \$.019/SQ. FT.

LABOR \$16.00/HOURLY

EXHIBIT C

INSURANCE REQUIREMENTS

Notice: The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after Vendor's receipt of notice of award, the Vendor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Vendor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Vendor to the County at least thirty (30) days prior to the expiration date.

Contracted Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Vendor of this requirement to provide notice.

Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Vendor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the Vendor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Vendor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the Vendor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$ 1,000,000
--------------	--------------

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(F) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01 05 06, with at least minimum limits as follows:

Limits

General Aggregate	\$ 50,000
Each Occurrence	\$ 50,000

(G) Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.