

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of April, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Jani-King of Tampa Bay hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for JANITORIAL SERVICES FOR UTILITIES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 089-0074-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with JANITORIAL SERVICES FOR UTILITIES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of twenty-four (24) months, unless canceled or terminated as provided herein. The Contract may be extended subject to written notice of agreement from the County and successful bidder, for an additional twenty-four (24) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The 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 and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

14. 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.

15. Documents Comprising Agreement. The Agreement for JANITORIAL SERVICES FOR UTILITIES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on 12/30 + 1/8, 2009;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Negotiated Points Letter dated March 24, 2009; and
- d. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for JANITORIAL SERVICES FOR UTILITIES pursuant to RFP No. 089-0074-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

Rolando Lopez
County Administrator

CONTRACTOR

C. T. Chaconas
President (Signature)

C. T. Chaconas
President (Printed Name)

ATTEST:

By: *Della Kly*
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By: *Judy Nowacki*
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS

NANCY BOSTOCK
NEIL BRICKFIELD
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

March 24, 2009

Jani-King of Tampa Bay
Attention: Mr. Ted Chaconas, Regional Sales Manager
2469 Sunset Point Road, #200
Clearwater, FL 33765

BY: EMAIL

RE: Negotiated Points at March 18, 2009 Meeting to Negotiate Final Contract for Janitorial Services - Utilities
RFP # 089-0074-P (LN)

Dear Mr. Chaconas:

At the Negotiation Meeting held on March 18, 2009 with County staff from the Purchasing Department, and Utilities Department along with representatives from Jani-King of Tampa Bay, the following points were discussed and agreed upon for a finalized contract for Janitorial Services - Utilities:

1. Jani-King point of contact for contract issues will be Jack Yeakey.
2. Jani-King agrees to provide Matt Kowalchuk of Pinellas County Utilities with the required FDLE security clearances prior to start of work; in addition to a list of all employees' names, addresses and phone numbers per building they are assigned to.
3. Jani-King agrees to the reduction in frequency as follows:
 - Location # 1 - 5 and 11 will remain at 5 days per week
 - Location # 6, 7, 8, 9 & 13 will be reduced to 1 day per week
 - Location # 12 stays at 3 days per week
 - Location 10 will be deleted
4. Jani-King will provide a revised cost sheet (Attachment A) that will provide pricing for five (5) day, three (3) day and one (1) day frequency per location.

It is understood that the above points will become part of the Final Agreement as well as the other documents comprising the Agreement to include the Request for Proposal and any addenda issued, along with the Certificate of Insurance required under Section C, and Performance Guarantee required under Section B of the Request for Proposal and Jani-King of Tampa Bay's proposal response.

Please indicate your agreement to the negotiated points listed above, by signing below as indication of your authority to negotiate and make final decisions on behalf of Jani-King of Tampa Bay.

Sincerely,

Lucy Nowacki
Procurement Analyst

Agree: *C. T. Chaconas*
Ted Chaconas, Regional Sales Manager

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Pinellas County Revised Pricing - 089-0074-P (LN)

Location	Facility	Freq	Change Freq	Day of Week	1 Day	3 Day	5 Day
1	Utilities Admin	5			\$1,500	\$2,231	\$2,963
2	General Maint South	5			\$626	\$1,300	\$1,975
3	General Maint South - Fleet	5			\$95	\$95	\$95
4	General Maint North	5			\$266	\$492	\$717
5	General Maint North - Fleet	5			\$95	\$95	\$95
6	Logan A & C	5	1	Thursday	\$392	\$865	\$1,338
7	Logan Lab - B	3	1	Thursday	\$517	\$839	\$1,160
8	South Cross	3	1	Wednesday	\$401	\$725	\$1,050
9	Dunn	3	1	Wednesday	\$261	\$488	\$715
10	Keller	3	0		\$303	\$510	\$717
11	OPS/Meter Reader	5			\$201	\$358	\$516
12	Solid Waste	3			\$799	\$1,159	\$1,555
13	McKay	3	1	Wednesday	\$200	\$275	\$450

Total \$9,291

29273



Joe Lauro, CPPO/ CPPB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator
From: Joseph Lauro, Director of Purchasing
Subject: Approval of Final Negotiated Contract - Janitorial Services - Utilities
Contract No. 089-0074-P (LN)
Date: March 30, 2009

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE FINAL NEGOTIATED CONTRACT FOR JANITORIAL SERVICES - UTILITIES WITH JANI-KING OF TAMPA BAY, CLEARWATER, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$111,492.00

Funding is provided through Utilities operating budget.

DISCUSSION: On March 6, 2009 the County Administrator approved the ranking of firms for Janitorial Services - Utilities and authorized staff to negotiate with the number one ranked firm, Jani-King of Tampa Bay.

The finalized agreement that is presented for consideration includes final negotiations that were centered on reducing the frequency of cleaning and a revised cost schedule. The reduction of the frequency of cleaning was necessitated by Utilities budgetary reductions. The original proposed price was \$140,340.00.

The contract is for an initial twenty-four (24) month contract period and may be renewed for an additional twenty-four (24) months subject to approval by the County Administrator.

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department

APPROVED: 
ROBERT S. LASALA
County Administrator

Date of Approval: 04-01-09

Attachments:
Final Negotiated Agreement

29022



Joe Lauro, CPPO/CPPB
Director

INTEROFFICE MEMO

To: Robert S. Lasala, County Administrator

From: Joseph Lauro, Director of Purchasing *Joe Lauro*

Subject: Approval of Ranking of Firms - Janitorial Services - Utilities
Contract No. 089-0074-P (LN)

Date: March 3, 2009

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE RANKING OF FIRMS AND AUTHORIZE STAFF TO NEGOTIATE FOR JANITORIAL SERVICES - UTILITIES WITH THE NUMBER ONE RANKED FIRM, DAZSER-TPA CORPORATION D/B/A JANIKING OF TAMPA BAY, CLEARWATER, FLORIDA.

ESTIMATED ANNUAL EXPENDITURE: \$140,340.00

DISCUSSION: On December 24, 2008, the Purchasing Department, on behalf of the Utilities Department, let a Request for Proposal (RFP) for Janitorial Services- Utilities.

Proposals were received from eleven (11) proposers. An evaluation committee consisting of three (3) staff members from Utilities, a staff member from Real Estate Management, and a staff member from Public Works, along with a representative from the Purchasing Department, acting in an advisory capacity, evaluated and ranked the proposals. Firms were evaluated according to the following criteria:

Procedures and Practices	300 Points
Approach	250 Points
Qualifications	250 Points
Cost	200 Points

Firms are listed in rank order and evaluation points earned:

- | | |
|--|---------------|
| 1) Dazser-TPA Corporation D/B/A Jani-King of Tampa Bay | 881.00 Points |
| 2) USSI | 810.10 Points |
| 3) Knight Facilities Management, Inc. | 739.50 Points |
| 4) D & A Building Services, Inc. | 694.00 Points |
| 5) I.B.M.S., Inc. | 608.00 Points |
| 6) United Services Group | 559.25 Points |
| 7) Service Master | 510.50 Points |
| 8) Grosvenor Building Services | 462.50 Points |
| 9) Class Act Cleaning Service, LLC | 294.50 Points |
| 10) Coverall of Tampa | 269.00 Points |
| 11) D.A.P.S., Inc. | 61.00 Points |

At the direction of the County Administrator, staff will begin the negotiation process with the number one ranked firm. Negotiations will be centered on service frequency, hours and price. A final contract will be presented to the County Administrator for approval upon completion of the negotiation.

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department.

APPROVED: 
ROBERT S. LASALA
County Administrator

Date of Approval: 3/6/09

Attachments:
Contract Review
Tabulation

JANI-KING COST

Location #	Area	Price Per Month	Sqft Given by County	Price Per SqFt	Frequency
1	Utilities Admin Building	\$2,963	60000	\$0.049	5
2	General Maintenance South	\$1,975	20000	\$0.099	5
3	General Maintenance South-Fleet Bldg	\$95	350	\$0.271	5
4	General Maintenance North	\$717	11300	\$0.063	5
5	General Maintenance North -Fleet Bldg	\$95	350	\$0.271	5
6	Logan Station Bldgs A & C	\$1,338	12000	\$0.112	5
7	Logan Lab Bldg B	\$839	17500	\$0.048	3
8	South Cross Bayou WWTF	\$725	19365	\$0.037	3
9	W.E. Dunn WWTF	\$488	11418	\$0.043	3
10	Keller	\$510	7410	\$0.069	3
11	Operations/Meter Reader Bldg	\$516	5400	\$0.096	5
12	Solid Waste	\$1,159	34592	\$0.034	3
13	McKay Creek	\$275	1000	\$0.275	3

Clarification on Pricing

The price per square foot above is based on your given square feet. After our representative carefully measured each sites cleanable areas, we found that the square footage could be higher or lower then stated in the RFP We would like to also point out that we have successfully cleaned these buildings before. We are familiar with size, task and time needed to service your facilities to maintain a level of cleanliness Pinellas County requires.

January 29, 2009

Bid openings were conducted on this date in the Purchasing Conference Room with the following persons in attendance:

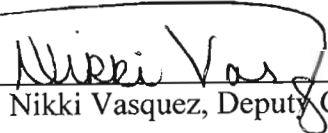
Amelia McFarlane, Purchasing Department (Bid Opener)
Nikki Vasquez, Deputy Clerk
Other Interested Individuals

3:03 P.M. Janitorial Services - Utilities
Bid No. 089-0074-P

<u>Bid No.</u>	<u>Bidders</u>
1.	Walton Cleaning Service (No Bid)
2.	United Services Group
3.	DAPS, Inc.
4.	Grosvenor Building Services
5.	Service Master by ASK Janitorial Professionals
6.	Class Act Cleaning Service, LLC.
7.	Knight Facilities Management, Inc.
8.	USSI
9.	Coverall Health Based Cleaning
10.	IBMS, Inc.
11.	D & A Building Services, Inc.
12.	Jani-King of Tampa Bay

Adjournment: 3:17 P.M.

KEN BURKE, CLERK

By 
Nikki Vasquez, Deputy Clerk