



20089 - CUSTODIAL SERVICES FOR TENNIS CENTER

Commodity Code 91039

SECTION A: SCOPE / SPECIFICATIONS

1. SCOPE OF SERVICE: The City of Daytona Beach (City) is requesting quotes for the following products or services. Quotes may be e-mailed to PURCHASING@CODB.US, faxed to 386-671-3964 or delivered to the Purchasing Department, 301 South Ridgewood, Room 146, Daytona Beach, FL 32114 by the date and time indicated above.

The City of Daytona Beach is seeking quotes for daily cleaning for selected areas of the Tennis Center.

2. SPECIFICATIONS FOR CUSTODIAL SERVICES FOR TENNIS CENTER

If awarded, the Vendor hereby agrees to furnish all labor, materials, and equipment to provide the product/service in accordance with these specifications and conditions for the amount stated in the price schedule.

A. Cleaning will take place after customers have departed. Normally around 10:00pm. Cleaning may begin earlier on Friday, Saturday, and Sunday if customers have departed.

B. Cleaning will take place 7 days a week unless specially described herein.

C. During major United States Tennis Association, (hereby known as USTA) events (as determined by the Florida Tennis Center Manager after an analysis of the number of participants) in anticipation of a heavier workload, Contractor may need to allocate extra time on Thursday, Friday, and Saturday nights.

1) As compensation for the increased workload, the Contractor will receive the following Sunday and Monday off.

Included in this solicitation is a list of dates for the 2020 major events (ATTACHMENT A). This is posted only to give the Contractor an idea of the number and time frame of major events. Schedules can and do vary from year to year. Events can be deleted and added to this schedule from year to year. The Contractor will not charge extra for cleaning after events. All charges will be inclusive of the price stated on the fee schedule.

D. The Contractor shall not engage or use the services of subcontractors in performing the Contract unless the Contractor obtains prior written approval from the City.

E. The Contractor shall be responsible for keeping all City buildings secured while he or his employees are on the premises and shall exclude all unauthorized persons. The Contractor shall be responsible for locking all doors and turning lights off when the Contractor's employees leave the premises.

F. Daily Duties will include but not be limited to:

- Vacuum all carpeted surfaces.
- Sweep outside deck area.

- Clean all restrooms including fixtures, mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions and doors. All restroom equipment to be properly disinfected. Use a cleanser appropriate to the surface being cleaned to prevent damage to that surface while providing the required disinfection. Any graffiti on any walls or partitions shall be removed immediately.
- Replenish all restroom supplies (toilet tissue, soap, towels, etc.).
- Empty and remove trash from all waste baskets.
- Sanitize and polish all metallic surfaces and mirrors.
- Clean and disinfect all table top surfaces in the players' lounge and outdoor deck area.
- Turn off lights after completing each area.
- Upon leaving lock all doors and gates.
- Place all trash that has been collected in dumpster outside.

G. Duties as needed (more than once a week)

- Wet-Mop all tiled floors, including baseboards.

H. CITY PROVIDED SUPPLIES. The City will provide: consumables such as toilet paper, paper towels, liquid soap, air fresheners, seat covers, trash can liners and paper cups; Equipment such as vacuum cleaners, carts, buckets, mops, brooms, buffers, etc., and any other equipment necessary to perform his duties; and cleaning supplies such as carpet cleaning compounds, disinfectants, floor cleaners, glass cleaners, bleach, dust treatments, utility cleaners, and abrasives.

The Contractor will provide a 4 day notice to the City to re-order items.

I. The Contractor shall not use any products, supplies or equipment, which may be injurious or damaging to the surfaces upon which they are to be applied.

J. The Contractor shall be responsible for any breakage, damage, and/or loss of the City's equipment or supplies through negligence of the Contractor or his employees while working on the City's premises.

K. The Contractor shall perform any and all other related and additional miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.

L. The Contractor or a designated representative shall be available for periodic meetings with personnel from the City. The Contractor shall supply telephone number(s) of the designated representatives and substitute representatives.

M. Contractor staff personnel must wear identification, visible at all times while in any City facility. The Contractor will notify the designated contact person of changes in personnel and new personnel shall be introduced in person to the designated contact.

N. Insurance requirements – The Contractor shall purchase and maintain, at his own expense, types and amounts of insurance as required by section D, in form and from companies satisfactory to the City.

O. The Contractor will submit an invoice not more frequently than once per month, for the prior month's service. The city may reduce the invoice for liquidated damages for failure to

perform. Failure to perform any task required by the Contract or required by written amendments shall result in assessment of liquidated damages of \$20.00 per task, per day. If the occurrence of one condition leads to a second or third occurrence, the Contractor will be assess cumulative damages. The city may waive liquidated damages if the Contractor remedies the situation within a given period of time prescribed by the City. When the City elects to correct a problem or situation, it may deduct expenses to make such correction from the Contractor's current or following invoice.

P. All personnel employed by the Contractor will be required to pass a criminal background check and drug screening provided by the Police Department. The Contractor will be responsible for payment of these screenings, which cost \$24 for each criminal background checks and \$50 for each drug screening. All personnel added to cleaning crews or new crews will be subject to these screenings. Payment shall be made prior to the submittal of the Contractor's first invoice. Failure to pay for the screenings prior to the first invoice will result in the cost for the screenings to be deducted from the first payment. Screenings required during the term of the contract shall be paid prior to submittal of the next monthly invoice. Failure to make payment before that monthly invoice will result in the cost of screenings to be deducted from that month's payment.

Q. The square footage of the facility is not available. Each vendor is urged to visit the site and estimate coverage for themselves prior to submitting a quote. Please call ahead (386-671-8901 or 386-671-8904) to make sure the Project Manager will be present.

R. The major events schedule (next page) covers the events until the end of this year. This is meant to give those quoting an understanding regarding the number and length of our major event schedule. This year's schedule is not a guarantee of future years.

3. QUESTIONS FOR INTERPRETATION. Questions will be accepted in writing only by email purchasing@codb.us [PREFERRED] or fax 386-671-3964. The deadline for questions is 5 business days prior to the due date.

4. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Daytona Beach. Any changes to this quote will be done by written addendum and posted at www.purchasing.codb.us

SECTION B: DELIVERY LOCATION

Any service that results from an award will be delivered to the address indicated here:

FLORIDA TENNIS CENTER
1 Deuce Court
Daytona Beach, FL 32124

Delivery of all products under this solicitation will be quoted FOB Destination (address listed above). No delivery charges will be added to invoices.

SECTION C: SPECIAL CONDITIONS

1. AWARD. An award, if any, will be made to the responsible Vendor offering the lowest responsive quote for goods and services determined to be in the best interests of the City or capable of providing the product and/or services. Upon award, this document will be deemed as a Contract.

While this quote is meant for the department and address listed above, any department within the City may acquire the quoted product or service under the same terms and conditions.

2. **PAYMENT.** If solicitation is awarded, payment will be made to the Vendor in conformance with the price schedule after a) satisfactory completion of the delivery or work b) receipt of an invoice that includes invoice number, purchase order number (unless paid by P-Card), quantity, description, unit prices, and total of invoice. Payment will be made within 45 days of the date of receipt in accordance with F.S. 218.70 Prompt Payment Act.

3. **UNIT PRICING AND QUANTITIES.** If this quote requests submission of unit prices: (i) the Vendor will hold all unit prices firm for the duration of the Contract, including any extension thereof, unless otherwise stated in the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

4. **RESPONDENTS.** Before submitting an Invitation for Quotes (IFQ), respondents will become fully informed as to the extent and character of the product and/or work and will carry all licenses required by the City, State, and Federal Government, if applicable. It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer made and will be good for 60 days. No guarantee is given that this offer will be accepted by the City.

5. **RESTRICTIONS.** Time, dollar, or quantity restrictions are not permissible. Quotes offered which include such restrictions will be rejected. Any variations from this specification will be indicated on the quote sheet and will be explained in detail on a separate attachment.

6. **IRS FORM.** Submit signed IRS W-9 form, latest version (2017).

7. **REFERENCES.** City reserves the right to request references with whom your company has provided stated product or service within the last 3 years.

8. **TERMINATION.** The City may by written notice to awarded Vendor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the awarded Vendor to fulfill its any resulting contractual obligations. 1) Before terminating for convenience, City must provide awarded Vendor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period. 2) Before terminating due to awarded Vendor's material breach of its any resulting contractual obligations, City must provide awarded Vendor prior written notice, specifying the breach and demanding awarded Vendor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if awarded Vendor fails to remedy the material breach within the period described in the City's notice of breach.

9. **PRICE** will remain firm for the contract period. Quoted price is inclusive of all of the Vendor's direct and indirect costs of performing the Work, including any surcharges, fuel charges, delivery charges, disposal charges, or other unspecified additional fees. The compensation described on the price schedule will be Vendor's sole compensation for the products or services to be provided. Pricing will exclude any Federal or State of Florida sales tax, as the City of Daytona Beach is exempt from the payment of such taxes, unless otherwise stated in the RFQ.

10. **TERM.** The term of this contract will be 1 year, commencing on the 12/01/2019. The City will have the option to renew said contract for up to 4 Terms of 1 year by providing awarded Vendor 60 days written notice before the end of the current term, unless waived by the awarded Vendor.

11. **NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Vendor of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

12. **FAILURE TO DELIVER.** In the event of the awarded Vendor to fail to deliver services in accordance with these terms and conditions, the City, after due oral or written notice, may procure the services from

other sources and hold the awarded Vendor responsible for this purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

13. **PERSONNEL.** Awarded Vendor represents that they have or will secure at awarded Vendor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

14. **INDEMNIFICATION** The Awarded Vendor shall indemnify and hold harmless the City of Daytona Beach and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Awarded Vendor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Awarded Vendor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

SECTION D: INSURANCE

The awarded Vendor must submit any required insurance before beginning the delivery/work .

Awarded Vendor will provide and maintain at awarded Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or sub-contractor providing such insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of awarded Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. (2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent awarded Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring awarded Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the awarded Vendor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Awarded Vendor's Commercial General Liability insurance policy shall provide coverage to awarded Vendor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent awarded Vendors, Property of City in awarded Vendor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, awarded Vendor agrees that the Insurer will waive its rights of subrogation, if any, against the City on each of the types of required insurance coverage listed above.

(b) Proof of Insurance. Awarded Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Awarded Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Awarded Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, awarded Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Awarded Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without awarded Vendor's prior knowledge awarded Vendor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at awarded Vendor's expense if awarded Vendor fails to do so.

(d) Termination of Insurance. Awarded Vendor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and awarded Vendor has received written notification from the Risk Manager that awarded Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of awarded Vendor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Awarded Vendor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, awarded Vendor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by awarded Vendor's failure to obtain insurance coverage.

Awarded Vendor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by awarded Vendor that does not meet the requirements of this Contract.

SECTION E: PRICE SCHEDULE

LINE NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	ANNUAL COST
1	Monthly expense for cleaning selected areas of the Tennis Center as described in the quote.	12	MONTHLY	\$	\$
TOTAL REQUEST FOR QUOTE					\$
If total quote exceeds \$25,000 check the box at the right and <u>do not list</u> individual pricing. All totals over \$25,000 require a competitive sealed bid (ITB or RFP). This way bidder does not expose pricing before proper solicitation is issued.					

SECTION F: SUBMISSION INFORMATION

RFQ's are **due on or before 4:00 PM, November 19, 2019**

- Submit all pages of this IFQ, including signatures at the bottom of each page.
- If awarded, submit W-9
- Prior to beginning work, Certificates of Insurance (COI) outlining minimum requirements stated in section D.

SECTION G: VENDOR / RESPONDENT INFORMATION

- *It is understood by the respondent that the submission of an RFQ is agreement with all conditions referred to herein and that this is an offer which will be good for 60 days. If accepted, the City will issue a written work authorization in the form of a purchase order or notice to proceed.*
- *By signing below I agree that I am an authorized representative of the company.*
- *I have read and fully understand the scope, terms, and conditions described herein.*
- *I understand this is only an offer and not a guarantee that the company listed below will be selected.*

Authorized Signature:	Company Name:
Printed Name & Title:	Full Address:
Date:	Email:
Telephone:	FEI/EIN:

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