

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

United States Service Industries, Inc.

for

**CITY OF HALLANDALE BEACH CUSTODIAL
SERVICES CITYWIDE**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

United States Service Industries, Inc., a Florida corporation, hereinafter referred to as "CONTRACTOR."

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

TERM

1. This agreement shall be on a month to month basis effective as of August 1, 2021.
Provided, however, if the term of this Agreement extends beyond a single fiscal year of City, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
2. The Contract value shall not exceed \$50,000. If the value is anticipated to exceed \$50,000 the additional expenditure is subject to prior written approval by the City Commission.

The Contract shall remain in effect provided the services rendered by the awarded firm during the contract period are satisfactory and the funding is available as appropriated on an annual basis.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide the services as outlined and included in the attached scope of work (Exhibit A).

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Fidelity Crime Bond

Contractor must have for the term of the agreement a no less than \$250,000 Fidelity Crime Bond for the employees.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate.

Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse

City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis. Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 6

COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, up to the total amount of fifty thousand Dollars (\$50,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work and shall not exceed a monthly amount of \$11,190.92. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable for Custodial Services and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:
United States Service Industries, Inc.
4340 East-West Hwy., Suite 204,
Bethesda, MD 20814

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by

CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

City Manager

400 South Federal Highway

Hallandale Beach, FL 33009

With Copy to:

Director of Public Works
630 NW 2nd St
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:

Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

United States Service Industries, Inc.
4340 East-West Hwy., Suite 204,
Bethesda, MD 20814

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and

final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 [Section intentionally deleted]

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender,

sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by the City Manager, and United States Service Industries, Inc. signing by and through its _____, duly authorized to execute same.

(title of authorized officer)

ATTEST:

CITY CLERK

CITY

CITY OF HALLANDALE BEACH

By 
Jeremy Earle, CITY MANAGER

2 day of September, 2021

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

_____ day of _____, 20_____

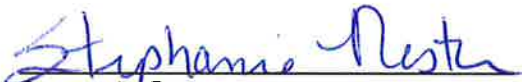
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:


Corporate Secretary

United States Service Industries, Inc.

By 
Danna Hewick, Corporate Vice President

(Corporate Seal)


02 Day of SEPT, 2021.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:


Danna Hewick, Corporate Vice President

(PRINT NAME)

(PRINT NAME)

NOTARY SEAL

EXHIBIT A

SCOPE OF WORK

PURPOSE

The City of Hallandale Beach is seeking sealed Bids from qualified Firms experienced in commercial Custodial Services for City Hall, City Commission Chambers, Chamber of Commerce (Satellite Office in City Hall), Fire Department, Parks and Recreation Department, Police Department, and Department of Public Works Water Treatment Plant Facilities only. The purpose of this Bid is to establish a Contract to furnish all labor, equipment, materials and expertise, as required, to perform custodial services.

The proposing Firm must provide a copy of the Firm's Certificate of Insurance naming the Fidelity Crime Bond for an amount of no less than \$250,000 for the Firm's employees. The Certificate of Insurance must show proof of such Bond.

The awarded Firm shall bring all facilities listed below to the Contract standards during the first month of the Contract. The initial cleaning will be in addition to routine cleaning tasks but will not be billable as additional work performed. The awarded Firm, supervisor(s) and the City Project Manager, or his designee, will meet prior to the first week of the Contract to ensure that the facilities will meet the Contract standards. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the Contract.

SECTION 1: DESCRIPTION OF LOCATIONS

1) City Hall to include Commission Chambers

400 South Federal Highway
Hallandale Beach, FL 33009

2) Chamber of Commerce (Satellite Office in City Hall)

400 South Federal Highway
Hallandale Beach, FL 33009

3) Hallandale Beach Police Department

400 South Federal Highway
Hallandale Beach, FL 33009

4) Hallandale Beach Fire Rescue * New Fire Station 2nd Floor/ Administration only

111 Foster Road
Hallandale Beach, FL 33009

5) Hallandale Beach Department of Public Works

630 NW 2nd Street
Hallandale Beach, Florida 33009

SECTION 2: SCHEDULED MAINTENANCE

Non-Carpet Floors:

- a) Strip and wax twice each year (January and June)
- b) Buff every six months (April and September)
- c) Sweep / mop twice each week unless otherwise requested
- d) Floors and cove bases shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
- e) Daily cleaning of floors and baseboards. Putty knives should be used to remove gum, tar or other sticky substances from the floor. Awarded Firm shall clean exterior entrance mats by sweeping, vacuuming, or hosing with water. Tile floors should be buffed every three (3) months.

Carpet Floors:

- a) Vacuum twice each week unless otherwise requested
- b) Steam clean annually (May)

Bathrooms:

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

- a) Cleaned and sanitized in their entirety three times per week unless otherwise noted. This would include but not be limited to sweeping, mopping, and cleaning and sanitizing of sinks, toilets, urinals, floors, walls, countertops, mirrors, etc.
- b) Supply all paper products and soaps
- c) The Police Department has a total of five (5) showers, which must be cleaned daily.
- d) Dispensers shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This includes the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
- e) Hardware shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This includes the elimination of polish residue.
- f) Sinks shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This includes the elimination of streaks, embedded soil, and film and water spots.
- g) Mirrors shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
- h) Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks, film and water spots.
- i) Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks and film.
- j) Waste containers shall have contents removed and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- k) Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean / disinfected. This included the elimination of film, streaks and cleaner residue. Ceramic walls, wainscots, metal kick plates, handles and push plates on doors shall also be polished dry.
- l) Floors and baseboards shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by CITY. Floors and cove bases shall appear visibly

and uniformly clean and disinfected. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.

- m) Air vents shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
- n) Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

Interior Windows:

- a) Cleaned as needed

Trash:

Please provide for trash and recycling removal at each location from both common areas and office areas:

- a) Empty all waste baskets, cigarette receptacles, and other trash on a daily basis. Trash liners should be replaced daily and be uniform in manner. Damp cloths of detergents should be used to remove non-permanent stains and solid from both interior and exterior of trash receptacles.

Drink Fountains and Ice Dispensers:

- a) To be sprayed with germicidal detergent on a daily basis to remove all soil, streaks, smudges, corrosion, and algae from fountains and cabinets. Stainless steel cleaner shall be used as needed. Apply germicidal detergents to all surfaces of wash, basins, toilets, urinals, shower, faucets, handles, and valves and adjacent surfaces.

Stainless and Chrome:

- a) Shall be polished with appropriate polish on a weekly basis.

Deodorizer:

- a) Time-released deodorizer shall be installed in all bathrooms and shall be replaced on a monthly basis or as needed.

Glass:

- a) Include exterior cleaning as well as interior.
- b) Glass (interior and exterior) and metal surfaces shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.

SECTION 3: REQUIREMENTS OF FIRM**Quality Assurance:**

- a) The Firm shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Firm shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b) The Firm shall work with designated City employees to develop cleaning schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
 - a. Project Manager – The Firm shall provide a project manager who shall be responsible for the overall management and coordination of this contract and who shall act as the central point of contact for the City.
 - b. On-Site Supervisor – The Firm shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.

Firm's Employees:

- a. All employees of the Firm must be bondable under the company name. Proof of fiduciary bond must be provided with your Firms submittal.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

Conduct:

- a. The City has the sole right to request removal of any contracted employee for reasonable cause. The Firm's supervisor shall be responsible for the conduct and performance of the Firms employees and compliance with the following rules:

- a. No loud, boisterous or disruptive conduct will be permitted (including radios).
- b. Firm's employees will not open desk drawers or cabinets at any time.
- c. Firm's employees are not to use or tamper with any office machines, equipment, computers or employee's personal property.
- d. Use of City telephones for personal calls is prohibited.
- e. Only personnel employed by the Firm designated for work at the City shall be allowed on the job site.
- f. Lights in unoccupied areas shall be turned off, windows and doors returned as found, and unoccupied areas locked.
- g. Firms will replace consumable items at the various locations as necessary.
- h. Firm's employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.

SECTION 4: SCHEDULED MAINTENANCE

Subsequent to Contract award and prior to the commencement of work, the awarded Firm will be required to include a timetable acceptable to the City, detailing the Annual schedule of custodial services which will be performed, reflecting timeframes based on the frequency's applicable to each service as described.

Entrances:

- a. Mats and carpet shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
- b. Corners and thresholds shall be free of dust, cobwebs, dried-soil, crud, finish buildup and debris. These areas shall appear visibly and uniformly clean. This includes the elimination of cleaner residue and dried-slurry.
- c. Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.

Elevators:

- a. Must be cleaned three (3) times per week.
- b. Tracks shall be free of dirt and debris. Tracks shall appear visibly clean. This includes the elimination of standing water from wet cleaning procedures.
- c. Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This includes the elimination of polish residue and/or film.

Stairwells:

- a. Floors, rails and walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This included the elimination of film, streaks, lint, standing water, cleaner residue or film.
- b. Steps and landings shall be free of dust, cobwebs, dried soil, gum, stains and debris. This includes risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

Kitchens, Break Rooms, Common Areas, Copier Areas, and Conference Rooms:

- a. Cabinets, refrigerator and microwave exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film. Sinks and fixtures shall be clean and sanitized.
- b. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.
- c. Counters and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film.
- d. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- e. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

- f. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This included the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

Reception Areas:

- a. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- b. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- c. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped clean and dried spot free.
- d. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. Chairs shall be moved occasionally to vacuum underneath. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

Custodial Closets and Storeroom:

- a. Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.
- b. Custodial carts shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on custodial carts shall also be free of dust and soil, and organized, neatly.
- c. Walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- d. Utility sinks shall be free of dust, cobwebs, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This includes the elimination of streaks, embedded soil, film, and water spots.

- e. Bright work shall be cleaned, de-scaled and polished.
- f. Floors shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.

SECTION 5: PERFORMANCE

Satisfactory Service Required:

- a. Firm shall provide sufficient personnel to perform work safely and expeditiously with all equipment plainly marked with the Firms name. All equipment provided pursuant to the Contract shall be in good and proper working order.
- b. In general, no work shall be performed prior to 6:00 PM and all work shall be completed by 7:00 AM. There may be exceptions to this general rule to be assigned to the Firm by the Project Manager. For Police Department Area only, all work must be completed before 5:00pm as these are restricted areas that can only be accessed before 5:00pm.
- c. The Firm shall provide a level of service which shall lead to optimal City satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than three (3) complaints, reviewed and solely determined by the City to be legitimate, per month, will prompt a review of the Firms performance, and may result in cancellation of the Contract.

Supervisor on Site:

- a. The Firm shall provide a qualified supervisor to be present on the sites at all times, as a fully authorized agent of the Firm, capable of making on-site decisions, and shall be responsible for the performance of the work. The name of this person and alternate(s) who shall act for the Firm when the supervisor is absent shall be designated in writing to the City prior to the contract start date, and updated as needed.
- b. The Firm shall provide a telephone number(s) for the City to contact the supervisor or alternate should the need arise. The supervisor or alternate(s) shall be available for contact between the hours of 7:00 A.M. and 4:00 P.M. Response time shall be measured from the time the City places the call to the supervisor or alternate(s) to the point where the supervisor arrives at location to which the supervisor was dispatched. The maximum allowable timeframe for supervisor response will be sixty (60) minutes.

- c. The supervisor shall have access to a digital camera to visually document issues including, but not limited to, safety concerns (e.g. trip hazards), property damage, and situations requiring extraordinary level of cleaning beyond normal scope of the Contract (e.g. excessive dirt and trash).
- d. The supervisor and alternate(s) shall be able to read, write, speak, and understand English.
- e. It shall be the responsibility of the Firm to secure the sites at all times during and after cleaning; to protect the general public from harm, and remove from the sites and properly dispose of all residues at the end of each and every workday. No unsecured materials or equipment are to be on site at night or over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel in writing. No materials or equipment are to be stored so as to restrict traffic lines of sight.
- f. Any materials or equipment left on site shall be secured by the Firm, who is fully and totally responsible for security.

SECTION 6: GREEN PRODUCTS

- a) Firm must provide to the City a copy of a signed and fully executed agreement that demonstrates green product usage.
- b) Provide to the City and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Proposer shall not use any material or supplies, which the City determines, would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

Environment – Practices and Products:

- a) The Firm shall use environmentally preferable practices. Environmentally preferable practices refer to the use of products and procedures which result in waste prevention, conservation of water and electricity, reduce air and water pollution, and minimize the use and disposal of toxic or harmful materials. Alternate products or procedures may be used in cases where an environmentally preferable product does not exist, produces inferior results, or is significantly higher priced. If alternate products are proposed for use, they must be approved by the City in writing. The Firm shall:
 - i. Leave only designated night-lights burning upon departure from any City facility.
 - ii. Use only sufficient lighting to accomplish cleaning.

- iii. Use only vacuums with high efficiency particulate filter bags with filters retaining particle sizes below one (1) micron.
 - iv. Do not change any thermostat settings at any time.
 - v. Maintain the separation of trash/solid waste and designated recyclables, and deposit each in the appropriate containers/receptacles and/or dumpsters at the site where the work is to be performed:
 - 1. Cleaning staff will not be expected to sort through garbage and/or recycling receptacles to extract recycling.
- b) Recycled items include: newspapers, office paper, mixed paper, plastic bottles and aluminum cans. Items can be removed or added at any given time.

Supplies:

- a. Firm to provide all supplies necessary to fulfill the requirements of the Bid including but not limited to, cleaners, polishers, disinfectants, waxes, rags, towels and necessary personnel safety items. Exclusions are listed separately. The use of treated dust cloths is heavily discouraged. Instead, environmentally friendly microfiber cloth should be used.
- b. The Firms cleaning staff is not to use paper towels or paper hand towels supplied by the City to wipe up or clean.
- c. In order to minimize the health and environmental impacts of maintaining clean facilities, the City is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Firm shall use only environmental preferable products in the following categories:
 - i. General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
 - ii. Disinfectants;
 - iii. Floor finishes and floor strippers;
 - iv. Other chemicals, as needed, to perform the duties of the particular job or function.
- d. For purposes of the Contract, the City defines an environmentally preferable cleaning product as one that is certified through Green Seal (EPA's Design for the Environment) or the ECP/EcoLogo (Canada's Environmental Choice Program). Under this cleaning contract, green cleaning products are **required**. The City requires the usage of Green cleaning products for all facilities. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal www.greenseal.org or (2) EPA Design for the Environment www.epa.gov/def.
 - i. The following standards adhere to the City's Green Cleaning Policy:

- [Green Seal GS-37](#) (general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes),
- [Green Seal GS-40](#) (industrial and institutional floor care products)
- [Green Seal GS-52/53](#) (for specialty cleaning products)
- [UL EcoLogo 2792](#) (formerly CCD 110) (for cleaning and degreasing compounds)
- [UL EcoLogo 2759](#) (formerly CCD 146) (for hard-surface cleaners)
- [UL EcoLogo 2795](#) (formerly CCD 148) (for carpet and upholstery care)
- [UL EcoLogo 2777](#) (formerly CCD 147) (for hard-floor care)
- [UL EcoLogo 2798](#) (formerly CCD 112) (for digestion additives for cleaning and odor control)
- [UL EcoLogo 2791](#) (formerly CCD 113) (for drain or grease trap additives)
- [UL EcoLogo 2796](#) (formerly CCD 115/107) (for odor control additives)

ii. Disposable janitorial paper products and trash bags must meet the minimum requirements of one or more of the following programs:

- [EPA comprehensive procurement guidelines](#), for janitorial paper
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
- [Green Seal GS-01](#), for tissue paper, paper towels and napkins
- [UL EcoLogo 175](#) Sanitary Paper Products, for toilet tissue and hand towels
- FSC certification, for fiber procurement.
- EPA comprehensive procurement guidelines, for plastic trash can liners

iii. Hand soaps and hand sanitizers must meet one or more of the following standards:

- No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
- [Green Seal GS-41](#), for industrial and institutional hand cleaners
- [UL EcoLogo 2784](#) (formerly CCD 104), for hand cleaners and hand soaps
- [UL EcoLogo 2783](#) (formerly CCD 170), for hand sanitizers
- EPA Safer Choice Standard

c) Prior to contract award, the Proposer must provide a complete list of products, including Material Safety Data Sheets (MSDS) they will use. As stated above, the

products must be certified through one of the three certifying agencies listed above.

- d) Changes to any products and/or product lists used as part of this contract must be submitted in writing to the City Project Manager, along with any new Material Safety Data Sheets (MSDS). Noncompliant chemicals must be removed immediately from the building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.
- e) To ensure the safety of the public and the employees of the City of Hallandale Beach, the occupants of City facilities, it shall be the policy of the City that the use of any chemicals or materials used in the cleaning and maintenance of City facilities be certified green. If it is determined for sanitary reasons that a non-green product must be used, then it shall only be utilized at times when the employees and public are not within the confines of the facilities being cleaned or sanitized.
- f) Green cleaners are not regulated or certified by any government agency or department, including the Florida Department of Environmental Protection. However, there are several independent certifiers that can be of assistance in finding green cleaners. They are:
 - Green Seal Green Certified Products/Services
 - EcoLogo Green products Database
 - MBDC Cradle to Cradle Certification

Special Events/Day Porter:

- a. The City is requesting the service of a Special Events Cleaning and / or Day Porter. The Day Porter service may be required and utilized as budget allows.
- b. The City occasionally holds special events that will require janitorial attention unique to the regularly scheduled services; or may require Day Porter services.
- c. The City may request Firm to provide one (1) Day Porter to provide various duties daily on an as needed basis. Day porter may be required to work not more than ten (10) hours per day. Day Porter may be required to float between buildings doing work as needed (replace paper products, clean restrooms, mop, dust, etc.) Day Porter must have reliable means of transportation to move between facilities as needed.
- d. Day Porter must be able to read, write, and speak English. The City will provide a radio or similar means of communication for use by the Day Porter while on site. Contractor will be responsible for providing all cleaning supplies, dispenser refills, and other equipment or materials needed to complete work.

- e. If utilized, Day Porter will be responsible for on-going spot cleaning of City facilities, with specific attention to restrooms, entryways, and lobby areas. Duties may include, but not limited to, spot clean restrooms, wipe down sinks and vanities, pick up and dispose of paper and trash, mop up spills and splashes, clean and disinfect toilet seats and bowls.
- f. Check and refill dispensers (e.g. toilet paper, paper towels, soap, etc.) Police entryways and lobby areas for trash, pick up and dispose of trash and litter inside and immediately outside of any entryway or lobby area.
- g. Spot clean entryway doors and windows removing fingerprints and marks
Sweep and / or dust mop non-carpeted areas in entryways and lobby areas.
- h. Notify City Project Manager of any safety or health issues (e.g. burnt out light bulbs, trip hazards, etc.) Spot clean other areas as directed by the City Project Manager.
- i. Firm's prices for these services will remain fixed and Firm for the entire term of the Contract. Additionally, Contractor agrees to provide any or all of these services upon no less than twenty-four (24) hours' notice from the City.