

REQUEST FOR PROPOSAL

**NUMBER
RFP #17-GS-009**



City of Edgewater

JANITORIAL SERVICES

Pat Drosten
Purchasing Specialist

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals from qualified and licensed firms to provide **JANITORIAL SERVICES** for various City facilities. Proposals will be received until **3:00 p.m., on June 29, 2017** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

RFP 17-GS-009 "JANITORIAL SERVICES"

Services to be provided shall include, but not be limited to the following: **RFP 17-GS-009 - JANITORIAL SERVICES** in accordance with the terms, conditions, and specifications herein.

The City of Edgewater has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms for **JANITORIAL SERVICES**.

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on June 6, 2017, commencing promptly at 10:00 am, and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132. A walk through of the facilities will be conducted immediately following the pre-bid conference. **This will be the only walk thru of the facilities provided. Please plan accordingly.**

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: "**JANITORIAL SERVICES**", **RFP # 17-GS-009**.

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on May 23, 2017.

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REQUEST FOR PROPOSALS
RFP 17-GS-009
“JANITORIAL SERVICES”

1) Introduction/Overview

A. Purpose/Objective

The City of Edgewater has issued this Request for Proposal (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **JANITORIAL SERVICES** for various City facilities. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

B. Background

The City serves an area of 22.44 square miles with a population of approximately 21,394. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2015-2016 and in the City’s Annual Budget for fiscal year 2016-2017. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

C. Inquiries

Direct questions related to this **RFP** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofedgewater.org) and on DemandStar (www.demandstar.com).

D. Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2016-R-33 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) evaluators. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E. Pre-Bid Conference

A non-mandatory mandatory pre-bid conference will be held on June 6, 2017, commencing promptly at 10:00 am, and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132. A walk through of the facilities will be conducted immediately following the pre-bid conference. **This will be the only walk thru of the facilities provided. Please plan accordingly.**

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official, and will be included as part of the **RFP** as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

F. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	May 23, 2017
Non-Mandatory Pre-Bid Meeting	June 6, 2017 10:00 am
Last Date for Receipt of Written Questions	June 13, 2017 3:00 pm
Addendum Issued (If Applicable)	June 20, 2017
Proposal Due/ Opening Date	June 29, 2017 3:00 pm
Evaluation Committee	July 17, 2017 10:00 am
Notice of Recommendation	July 18, 2017
City Council Hearing Date	August 7, 2017

2) General Description of Specifications or Scope of Work

The City is seeking a qualified and licensed firm to provide **JANITORIAL SERVICES** for various City facilities. The term of this Agreement shall be for three (3) years from the date of award with two (2), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

The City holds great pride in the appearance of its facilities, and will conduct routine inspections and annual evaluations to ensure that expectations are being met during the duration of the contract. It is the intention of the City of Edgewater to enter into contract, as defined under Florida law, with one (1) company (the “Contractor”) for janitorial services.

The Contractor shall have a FDLE background check conducted on all contractors’ employees **prior to working in City Facilities**. The cost of this background check shall be the responsibility of the contractor. A copy of the background check shall be sent to the City Clerk at, P.O. Box 100, Edgewater, FL 32132.

The Contractor will comply with all requirements relating to janitorial services pursuant to the services described in this document **between the hours of 4:30 pm and 7 am Sunday – Thursday.**

The successful Contractor is responsible for, but not limited to, providing all of the following:

- Labor
- Dusters, brooms, brushes, buckets and mops
- Vacuum cleaners
- Rubbish carts
- Cleaners
- Disinfectants
- Waxes
- Wax stripping materials
- Wastebasket liners
- Any other products required to provide the cleaning services specified herein

Other Supplies The City reserves the right, but is not obliged, to order from the awarded Contractor, paper products and other supplies, including but not limited to toilet paper, paper towels, foam soap, liquid soap, Urinal screens and mats, time mist, and other items as needed. The Contractor will provide a pricing list of these type items as a part of their proposal. See the list below for the estimated annual supply usage for additional add on option

Item	Quantity
Hand Towels - Mfold towels 4,000/cs	14 c/s
Time Mist	2 c/s
Brown paper Towel Rolls for Dispensers (315)	31 c/s
Kitchen Rolls	15 c/s
Urinal Screens	9 c/s
Urinal Floor Mats	6 c/s
Deb Foam Aerogreen Soap 8 cs	8 c/s
Toilet Tissue – standard - 2-ply 96 p/case	6 c/s
Toilet Tissue 619 – 36 cs	16 c/s
GP Compact Coreless Toilet Tissue	3 c/s

A. Scope of Service

The locations of the work to be performed under the Contract include, but are not limited to:

Building	Location	Approximate Square Footage
City Hall	104 N Riverside Drive	5226
Community Development & Council Chambers	104 N Riverside Drive	6650
Police Administration	135 E Park Ave	3220
Police CID & Evidence	135 E Park Ave	3680
Environmental Services Offices including trailer	409 Mango Tree Drive	2200
Fleet Management Office (trailer)	409 Mango Tree Drive	400

B. Performance Standards

The RFP specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the

Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

1. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this RFP. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
2. The City's designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The City's designee shall also notify the Contractor of written complaint(s) received from building occupants.
3. The City's designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
4. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The designee shall have authority to classify a complaint as major or minor.
5. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
6. Proof of performance and adherence to specifications shall be upon the Contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the Contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.
7. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the City may exercise its right to terminate for default.
8. Failure of the Contractor to appear on any scheduled workday without the advance approval of the City designee shall result in the deduction of the total daily cost for that location.
9. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month. Expectation: The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

Frequency: Janitorial services shall be provided five (5) days per week in the evening (Sunday through Thursday) excluding City-recognized holidays. The work schedule for completing daily services requirements is defined in the RFP 17-GS-009 - Janitorial Services

Janitorial Specifications for each location (Section 2C). The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of City employees.

Holidays: The following nine (9) days are City holidays on which Contractor may not need to provide service.

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

NOTE: It is expected that the awarded contractor shall make he/she aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.

Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the City and the Contractor. All such changes will be processed through the purchasing department. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the City of Edgewater.

C. Janitorial Specifications

The scope of work to be performed under the Contract includes, but is not limited to janitorial services as follows:

DAILY CLEANING REQUIREMENTS

- Wipe down all exposed counter, desks and surface areas
- Spot clean any areas that have accumulated debris (i.e. mud, trash, etc. on floors, obvious smudges on windows, etc.)

Office Areas:

- Empty, clean, and disinfect all trash receptacles and replace with new liner, if necessary
- Empty, clean, and disinfect all recycling receptacles
- Neatly arrange all chairs and tables
- Spot clean and polish all doors, glass, door handles, frames and thresholds inside and out

Restrooms:

- Damp clean walls and tile, with disinfectant cleaner to remove all soils, grease and film
- Remove existing mats, vacuum or sweep/clean mats as well as sweep, disinfect and mop all floors, replace mats
- Clean and polish all chrome or brass pipe fittings, light switches and all other metal and plastic finished fittings
- Clean and disinfect partition walls and doors
- Clean, disinfect and polish entire toilet/urinal fixtures, apply odor control capsules to all toilet/urinal fixtures as needed

- Clean and polish all mirrors, countertops and enameled surfaces (i.e. sinks)
- Empty, clean and disinfect all waste receptacles, including sanitary receptacles (insert new liner, if necessary)
- Re-supply toilet paper, soap and hand towels

Breakrooms:

- Clean and polish all chrome or brass pipe fittings, lights switches and all other metal and plastic finished fittings (including sinks)
- Clean and disinfect all exposed countertops and tables
- Re-supply soap and hand towels
- Clean coffee pots and interior of microwaves
- Neatly arrange all chairs and tables
- Empty, clean and disinfect all waste receptacles, including recycling receptacles (insert new liner, if necessary)
- Wash, clean and disinfect all water fountains with approved cleaning compounds, which are in no way considered toxic

Conference Rooms:

- Neatly arrange all chairs and tables
- Dust, clean and polish conference tables, podiums and Council Dais
- Empty, clean and disinfect all trash receptacles and replace with new liner, if necessary
- Spot clean all doors, door handles, frames and thresholds inside and out, Remove all dust, smudges and fingerprints within a height of 8'
- Dust and spot clean surfaces (i.e. hard chair surfaces, bookcases and other furniture items)

WEEKLY CLEANING REQUIREMENTS

Office Areas:

- Vacuum all carpet and spot clean as needed
- Remove existing mats, vacuum or sweep/clean mats. Sweep all vinyl/tile, clean with damp mop and replace mats
- Remove all scuff marks from floors, baseboards and doors
- Dust and spot damp clean all accessible surfaces (i.e. desks, file cabinets, countertops, partitions, etc.), remove all dust, smudges and fingerprints within a height of 8'
- Spot clean walls

Breakrooms:

- Remove existing mats, vacuum or sweep/clean mats, sweep all vinyl/tile, clean w/ damp mop and replace mats
- Spot clean walls
- Vacuum all carpet and spot clean as needed
- Wipe down exterior surface of refrigerators and microwaves
- Remove all scuff marks from floors, baseboards and doors
- Dust and spot clean window sills and baseboards

Hallways/Foyers:

- Clean and polish all glass doors, door handles, frames and thresholds inside and out, clean and polish all interior/exterior windows, remove all dust, smudges and fingerprints within a height of 8', remove all scuff marks from doors, floors and baseboards
- Vacuum all carpet and spot clean as needed
- Remove existing mats, vacuum or sweep/clean mats, sweep all vinyl/tile, clean w/ damp mop and replace mats

- Dust and damp clean all accessible surfaces
- Empty all trash receptacles and replace with new liner, if necessary

Stair – Exterior:

- Remove existing mats, vacuum or sweep/clean mats, vacuum all cement, spot clean and replace mats
- Empty and damp clean all smoking receptacles, polish all metal, ashtrays shall be free of dirt, dust, streaks and spots
- Dust, clean, and disinfect hand railings

Conference Rooms:

- Vacuum all carpet and spot clean as needed
- Remove existing mats, vacuum or sweep/clean mats, sweep all vinyl/tile, clean w/ damp mop and replace mats

Entrances – Exterior:

- Clean and polish all glass doors, door handles, frames and thresholds inside and out, clean and polish all exterior windows, remove all dust smudges and fingerprints within a height of 8’
- Empty and damp clean all smoking receptacles, polish all metal, ashtrays shall be free of dirt, dust, streaks and spots
- Clean all bugs, spider webs, debris from around entrance/exit lights

MONTHLY CLEANING REQUIREMENTS

Office Areas:

- Dust and spot clean electric switch plates, window sills and baseboards
- Vacuum Upholstered furniture
- Vacuum corners and behind doors
- Clean total surface in accessible areas: fixtures, chairs, file cabinets, storage cabinets, tables lamps, counters, window sills/ledges and shelves all height ranges
- Remove all cobwebs from walls, ceilings, corners, windows, etc.
- Vacuum and clean AC vents and returns
- Dust and clean wood paneling
- Dust all Venetian blinds

Restrooms:

- Remove all scuff marks from floors, baseboards and doors
- Remove all cobwebs from walls, ceilings, corners, windows, etc.
- Vacuum and clean vents, AC vents and returns

Breakrooms:

- Remove all cobwebs from walls, ceilings, corners, windows, etc.
- Vacuum corners and behind doors
- Clean exterior of receptacles
- Vacuum and clean vents, AC vents and returns
- Dust all Venetian blinds
- All high dusting over 8’

Hallways/Foyers:

- Dust and spot clean electric switch plates, window sills and baseboards
- Spot clean walls
- Clean display cases, trophy cases, picture frames, fire extinguishers
- Vacuum corners and behind doors

- Remove all cobwebs from walls, ceilings, corners, windows, etc.
- Vacuum and clean vents, AC vents and returns
- Dust all Venetian blinds
- Add Bleach to all A/C unit drains

Conference Rooms:

- Spot clean walls
- Remove scuff marks from floors, baseboard and doors
- Dust and spot clean electric switch plates, window sills and baseboards
- Vacuum corners and behind doors
- Remove all cobwebs from walls, ceilings, corners, windows, etc.
- Vacuum and clean vents, AC vents and returns
- Dust all Venetian blinds

QUARTERLY CLEANING REQUIREMENTS

Office Areas, Restrooms, Breakrooms, Hallways/Foyers, Conference Rooms:

- All high dusting over 8’
- Vinyl & tile floors clean, buff by machine and polish

ANNUAL CLEANING REQUIREMENTS

Office Areas:

- All non-carpeted, non-ceramic tile floors stripped, machine scrubbed, re-apply floor finish and buff

In addition to the general cleaning requirements, these tasks shall be performed as stated for the specific buildings:

Criminal Investigation Division (CID) Building

- The offices will be closed and locked. Only the common areas will be cleaned. The common areas include the hallway, entry area, bathrooms (3), front office/kitchen area
- The three (3) bathrooms will be cleaned daily
- The floors will be mopped weekly
- The “high areas” will be dusted monthly
- The two (2) windows in the lobby area will be cleaned weekly

Police Department Building

- The shower in the Women’s bathroom will be cleaned quarterly
- Lobby area glass, countertops, floor, and rugs will be cleaned daily
- The two main bathrooms will be cleaned daily
- The bathroom in the Police Chief’s office will be cleaned weekly
- Dust and spot damp clean all accessible surfaces in the Police Chief’s office daily

City Hall Building

- Wood floor will be dusted daily and marks cleaned off as needed
- Cubicle walls will be cleaned annually
- The City Hall entrance windows will be cleaned inside and out daily
- The cashier area will be locked – no cleaning inside this area
- The outside of the cashier area window will be cleaned daily
- Ceramic Tile floors will be mopped daily
- Ceramic Tile floors will be top scrubbed quarterly
- Cashier counter (lobby portion) will be cleaned daily

- Bathroom tile walls will be scrubbed monthly
- Break room microwaves, refrigerator surfaces will be cleaned daily
- Ramp and porch area (outside front of City Hall) will be cleaned daily
- Dust and spot damp clean all accessible surfaces in the City Manager's office daily

All Buildings

- Vinyl and non-ceramic tile floors will be mopped nightly
- Vinyl and non-ceramic tile floors will be scrubbed, waxed and buffed quarterly
- Vinyl and non-ceramic tile floors will be stripped, machine scrubbed, re-apply floor finish and buffed annually
- Carpeted floors will be vacuumed as needed (at least once a week)
- All work surfaces will be dusted monthly
- Common area recycle bins will be emptied into the outside bins nightly
- Outside of doorways will be cleaned of insects, cobwebs, and spider webs
- All conference tables will be cleaned and buffed daily
- All Exterior windows will be cleaned quarterly (EXCEPT City Hall Lobby)
- All carpet surfaces will be steam cleaned annually
- Rugs will be removed and cleaned daily

D. Additional Services (as needed)

These case-by-case situations will be treated on an individual or emergency basis. Individual situations will require a quote submittal and approval by the City. Emergency situations will be approved by the City. The expectation will be to provide a solution that will allow the City to proceed with business as usual. On-call services are considered outside of the Janitorial Cleaning requirements that the successful Contractor will provide for a fixed monthly charge.

The following are examples of individual and emergency situations:

- Deep clean vacant offices
- Clean up of unanticipated events
- Carpet Cleaning (in addition to annual requirement)

The successful Contractor will be reimbursed by the City on the basis of the fixed hourly labor rate or as submitted in the approved quote.

E. Cleaning Supplies

The successful Contractor will be responsible to order and provide all cleaning supplies necessary to complete the required tasks. It is not the City's intent to require a specific brand of product; however, the City reserves the right to require the successful Contractor to use cleaning materials conforming to the specifications listed if the successful Contractor's cleaning products do not, in the City's opinion, provide effective sanitation and/or cleanliness of the facilities. Paper products should conform to the Green Seal Standard for Sanitary Paper Products, 6.1 Edition, GS-1. See Exhibit "A"

Product Requirements:

Vendor shall, if practical and available, use only eco-friendly ("green") cleaning products as certified by Green Seal or other nationally-recognized third-party certifier of environmentally-friendly products. **Without exception, the City must pre-approve all products used within the facilities** and be provided all pertinent documentation, including Material Safety Data Sheets (MSDS). The City reserves the right to reject any products that leave unwanted residue, have offensive odors, or cause damage to City property. Any damage caused by the Vendor shall be the responsibility of the Vendor to correct at its own expense to the sole satisfaction of the City.

- 1. Chrome and Glass Cleaner:** Vendor shall provide “green” product for use on chrome or glass surfaces that will remove spots, fingerprints, and smudges and leave the surface free of haze or streaks.
- 2. All Purpose Cleaner:** Vendor shall provide “green” product that is suitable for removing heavy soil, grease and body oils from hard nonporous surfaces. Product should be mild enough to spray on painted surfaces without removing paint or causing discoloration.
- 3. Disinfectant:** Vendor shall provide “green” disinfectant that kills germs. At a minimum the product should be effective in killing Staphylococcus, Salmonella, Pseudomonas, Influenza, Herpes 1 & 2, and HIV viruses.
- 4. Toilet Bowl Cleaner:** Vendor shall provide a non-acid toilet bowl cleaner that will remove hard water deposits, rust and stains, and eliminate odors.
- 5. Neutral Floor Cleaner:** Vendor shall provide a neutral no-rinse floor cleaner that will effectively remove ordinary dirt and stains left behind by foot traffic and calcium chloride. Product shall not leave streaks or spots and shall have a PH of 7-8. Product shall be safe for all surfaces and shall be mildly and pleasantly scented. The dilution rate of the product shall be conspicuously displayed in the area where the product is stored. The product shall be stored in a locked room where access to water is available.
- 6. Stainless Steel Cleaner:** Vendor shall provide “green” product that cleans and protects stainless steel and aluminum. Product should be non-greasy and effective in preventing water spots and hiding fingerprints. Product should be safe and appropriate for use on kitchen equipment, drinking fountains, elevators, and stainless steel door hardware.
- 7. Furniture Polish:** Vendor shall provide “green” no-wax furniture cleaning and dusting product for the care of wood surfaces, laminates, and trim.
- 8. Spot and Stain Remover, Carpet:** Vendor shall provide product(s) that are consistent with the carpet manufacturer’s recommendations for care and cleaning of the carpeted areas. Vendor shall coordinate the purchase of appropriate products with the City.
- 9. Rubber Floor Cleaner:** Vendor shall provide a product to clean and maintain rubber flooring, and provide a glossy appearance between waxing cycles.
- 10. All Other Products:** Vendor may, from time to time, be required to add products to Vendor’s inventory in order to adequately provide the level of cleanliness required by the contract documents. All products not specifically mentioned in this section of the specifications must be approved by the City before they can be used on the City’s premises.

The proposer must submit a list giving the name of the manufacture and the brand name they intend to use for each item listed below, with the proposed handling fee. See Proposal Pricing form.

F. Contractor Responsibilities

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by FEDOSHA, EPA, and the Florida State Department of Health Services.

Key Personnel It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

2. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications. The contractor shall be responsible for, but not limited to, the following: 1) adherence to schedules 2) maintenance or replacement of cleaning equipment 3) notifying City of any person not meeting the established standards set forth in this document.
3. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. The Contractor shall designate in writing to the City's designee, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of City, for repeated non-compliance of these requirements. Contractor shall meet in conference with the City's designee at a time to be agreed upon for administration of work, including review of inspection reports if requested.

Personnel: Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify City immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

Removal of Staff: The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

Backup Staff: The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff.

Unauthorized Personnel: Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

Prohibited Items: Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

City & Personal Property of City Personnel: The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against RFP 17-GS-009 - Janitorial Services

unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's designee within twenty-four (24) hours.

Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the City. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel.

Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Keys: The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

Damages: The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Edgewater in writing.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

5) General Terms and Conditions

A. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

B. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I. Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Q. Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

6) Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFP, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's Bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C. Acknowledgment of Bonding Requirements

By signing its Proposal, and if applicable, Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with Bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or Bid bond in a sum equal to 5% of the cost Bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No Bids including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid closing date thereof. If a Bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

In lieu of a bid bond, the City will agree to increase the retainage withholding percentage to 20% versus the 10% standard.

Performance and Payment Bonds: Bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval. **Bond shall be written to City of Edgewater.**

D. Delivery of Proposals

All Proposals are to be delivered before 3:00 p.m., local time, on or before June 29, 2017 to:

City of Edgewater
City Clerk
104 N. Riverside Drive
Edgewater, Florida 32132

The City shall not bear the responsibility for Proposals delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept Proposals received after the posted close time only under the following condition:

The tardy submission of the Proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"JANITORIAL SERVICES", RFP # 17-GS-009.**

E. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. Plus there shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals issued.
3. Subsequent to the closing of Proposals, the Purchasing Specialist and Project Manager shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published RFP. In instances where both the Purchasing Specialist and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, the City Clerk will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City Clerk shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner. Acceptance of the Proposal does not guarantee issuance of any other governmental approvals.

F. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the Proposal or it shall be waived.

G. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this RFP, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I. Requests for Clarification of Proposals

Requests by the Purchasing Specialist to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J. Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K. Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP. Any portions of the Proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP. All copies of the Proposal should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

1) Tab I, Title Page – Request for Proposal #17-GS-009 – JANITORIAL SERVICES

2) Tab II, Table of Contents

3) Tab III – Letter of Transmittal

A signed letter of transmittal briefly stating proposers understanding of the work to be done, the projected timetable for completion of study and statements why the proposer believes they are the best qualified to perform this project.

4) Tab IV – Company History

Provide a brief history of the firm, including number of years in business, organizational structure and list of personnel to be assigned to this project.

5) Tab V – Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

6) Tab VI – Scope Response

Describe your understanding of the scope of services and the City's needs and any specialized skills that is available from your firm.

7) Tab VII – Customer Listing

Provide a listing of all previous customers during the past five years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Competitive Solicitation Reference Questionnaire included in this document as "Attachment "A".

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Proposal.

8) Tab VIII – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

9) Tab IX - Documents

- Professional Certifications/Licenses

10) Tab X - Required Forms

See Section 7 of this document

11) Tab XI – Price Proposal Form – (The form included in this RFP document must be used):

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Edgewater reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

L. Proposal Evaluation Committee and Evaluation Factors

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

The factors to be considered in the evaluation of Proposal responses are listed below:

	Maximum Points
Capacity to Perform Work: <ul style="list-style-type: none"> • Work efficiently and within reasonable time constraints. • The ability to perform necessary work under the contract. • The ability to provide financial stability over the term of the contract. 	30

Professional Qualifications: • Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work.	25
Price	25
Compliance and acceptance of terms of this RFP	20
TOTAL POSSIBLE POINTS	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Standard Professional Services Agreement (must be signed by authorized agent of the proposer).
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Vendor Information
- W9
- Public Act 2016-20 – Public Records Requirements
- Proposal Pricing Form

**PROFESSIONAL SERVICES AGREEMENT
JANITORIAL SERVICES
Request for Proposal (RFP) #17-GS-009**

THIS AGREEMENT is made and entered into this _____ day of ____, 2017, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “**CONTRACTOR**” and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called “**CITY**”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #17-GS-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from **CONTRACTOR**, constitute the entire Agreement between **CITY** and **CONTRACTOR**. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the **CITY** shall pay the **CONTRACTOR** a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the **CONTRACTOR** will invoice the City monthly based upon the **CONTRACTOR**’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Robin L. Matusick, City Clerk/Paralegal
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:
_____, _____ (Name, Title)
_____. (Company)
_____. (Address)
_____. (City, State, Zip)
_____. (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Tracey T. Barlow, City Manager

Robin L. Matusick, City Clerk
Dated: _____

WITNESSES:

FIRMS

By: _____

Dated: _____

- Attachments: A. RFP #17-GS-009**
- B. Firm Response to RFP**
- C. Scope of Service**

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2017 under Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid. Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Bid Number “**RFB 17-GS-009**”, Bid Title “**JANITORIAL SERVICES**” and Due Date “June 29, 2017 @ 3:00 pm”.
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2017, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 17-GS-009 - “JANITORIAL SERVICES” for City of Edgewater”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Proposer puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **RFP #17-GS-009**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> 1. Worker's Compensation</p> | <p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.</p> |
| <p><input checked="" type="checkbox"/> 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</p> | <p><u>Bodily Injury & Property Damage</u></p> <p><u>\$1,000,000</u> single limit per occurrence</p> |
| <p><input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.</p> | |

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- | | |
|---|---|
| <p><input checked="" type="checkbox"/> 4. Automobile Liability</p> | <p><u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included</p> |
| <p><input type="checkbox"/> 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage</p> | <p>\$ 1,000,000 Per Occurrence</p> |
| <p><input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.</p> | |
| <p><input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.</p> | |
| <p><input checked="" type="checkbox"/> 8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.</p> | |

INSURANCE REQUIREMENTS

(Continued)

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP** Number and City Hall Roof.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES**
 NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2017.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
 Requestor's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

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 CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

Signature acknowledges receipt and understanding of this form.

Name/Title

Date

PROPOSAL PRICING FORM
RFP 17-GS-009
JANITORIAL SERVICES

Therefore, the undersigned, Hereinafter called “Proposer” hereby certifies that he/she has familiarized himself/herself with the extend of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the JANITORIAL SERVICES.

The monthly charge includes janitorial cleaning, and all cleaning products, according to the Scope of Work.

Contract Year 1

Location	Monthly Charge	Yearly Total (monthly charge x 12)
City Hall Complex		
PD Admin/CID		
Environmental Services Offices		
Fleet Office		

Contract Year 2

Location	Monthly Charge	Yearly Total (monthly charge x 12)
City Hall Complex		
PD Admin/CID		
Environmental Services Offices		
Fleet Office		

Contract Year 3

Location	Monthly Charge	Yearly Total (monthly charge x 12)
City Hall Complex		
PD Admin/CID		
Environmental Services Offices		
Fleet Office		

Contract Year 4 (optional)

Location	Monthly Charge	Yearly Total (monthly charge x 12)
City Hall Complex		
PD Admin/CID		
Environmental Services Offices		
Fleet Office		

Contract Year 5 (optional)

Location	Monthly Charge	Yearly Total (monthly charge x 12)
City Hall Complex		
PD Admin/CID		
Environmental Services Offices		
Fleet Office		

PRODUCT LIST AND HANDLING FEE Cleaning Products

(included in the monthly charge)

Manufactures Name

Brand Name

Use a separate sheet if needed.

ADDITIONAL SERVICES AS NEEDED

Period	Fixed Hourly Rate Monday through Friday	Fixed Hourly Rate Saturday through Sunday and Emergencies
Base Year 1		
Base Year 2		
Base Year 3		
Option Year 4		
Option Year 5		

OPTIONAL SERVICES: List any additional services and pricing that you provide that have not been listed in the scope of work (use a separate sheet if needed).

	Service	Cost

Attach your hourly and expense schedule with estimated hours that the proposer used to derive the proposed fixed (not to exceed) fee listed above.

Attach pricing sheets for products listed in Section 2 – Other Supplies, as well as any markup or additional associated fees.

Company Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Company Authorized Representative Name: _____

Signature/Date: _____

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Fax No.

**CITY OF EDGEWATER
TERMS AND CONDITIONS**

1. PURCHASE ORDER NUMBER:

THIS PURCHASE ORDER NUMBER AND THE SELLER'S NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS, AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THIS PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF INVOICES.

2. ACCEPTANCE:

ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT BETWEEN THE CITY OF EDGEWATER AND THE VENDOR/SELLER; THE VENDOR'S/SELLER'S DIFFERENT OR ADDITIONAL TERMS WILL NEVER BECOME PART OF THIS CONTRACT.

3. DELIVERY, TITLE & RISK OF LOSS:

TITLE SHALL PASS TO THE CITY OF EDGEWATER ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION. NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE CITY OF EDGEWATER.

COLLECT SHIPMENTS WILL NOT BE ACCEPTED IN THE EVENT THAT THE CITY AGREES TO PAY THE FRIEGHT, ALL FREIGHT CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL BILL MUST BE INCLUDED WITH THE INVOICE.

4. WARRANTY:

THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES SUPPLIED HEREUNDER WILL BE OF GOOD WORKMANSHIP AND OF PROPER MATERIALS, FREE FROM DEFECTS AND IN ACCORDANCE WITH SPECIFICATIONS. IF THE VENDOR/SELLER KNOWS THE CITY'S INTENDED USE, THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES ARE SUITABLE FOR THE INTENDED USE.

5. REMEDIES:

REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF EDGEWATER AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES, AND REMEDIES AVAILABLE.

6. CONFLICT OF LAWS:

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF EDGEWATER AND THE STATE OF FLORIDA.

7. MODIFICATIONS:

NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING, AND SIGNED BY AN AUTHORIZED PURCHASING AGENT.

8. TAXES:

THE CITY OF EDGEWATER FLORIDA IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA, AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE

State of Florida sales tax exemption number: 85-8013848356C7

Federal Employee Identification number: 59-6000-314

9. PATENTS & ROYALTIES:

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

10. INVOICING/PAYMENTS:

FURNISH ALL INVOICES IN DUPLICATE AND MAIL TO THE ADDRESS INDICATED ON THE FRONT. SEND A SEPARATE INVOICE FOR EACH SHIPMENT. INCLUDE THE CORRECT PURCHASE ORDER NUMBER ON EACH INVOICE. UNLESS PREVIOUSLY AGREED UPON BY BOTH THE CITY AND VENDOR, ALL INVOICING AND PAYMENTS WILL BE AS OUTLINED IN THE (LOCAL GOVERNMENT PROMPT PAYMENT ACT (FS 218. PART VII)).

11. PRICES:

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

12. CLEAN HANDS:

BY ACCEPTING THIS CONTRACT, THE SELLER WARRANTS THAT NEITHER THE BUSINESS, NOR ANY OFFICER OR SIGNIFICANT STAKEHOLDER OF THE BUSINESS IS IN VIOLATION OF THE CITY OF EDGEWATER CODE AND DO NOT OWE THE CITY ANY PAST DUE DEBT. THE SELLER SPECIFICALLY AGREES THAT THE CITY MAY WITHHOLD ANY MONEY OWED THE SELLER FROM THIS CONTRACT FOR ANY EXISTING CODE VIOLATIONS AND/OR PAST DUE DEBT. IF THE SELLER MISREPRESENTS THE STATUS OF THE BUSINESS, ANY OFFICER OR SIGNIFICANT STAKEHOLDER, THE CITY WILL CONSIDER THIS A MATERIAL DEFECT OF THIS CONTRACT AND SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE IT.

Cut and use this label for Bid Package

**CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132**

**RFP 17-GS-009
JANITORIAL SERVICES**

**Due Date/Time
June 29, 2014 – 3:00 PM**

ATTACHMENT “A”

COMPETITIVE SOLICITATION REFERENCE QUESTIONNAIRE



COMPETITIVE SOLICITATION REFERENCE QUESTIONNAIRE

Solicitation: _____

Reference Questionnaire for: _____
 Name of Company Requesting Reference Information

 Name of Individual Requesting Reference Information

Evaluator Information:

Name: _____ Company: _____

Email: _____ Telephone: _____

The City of Edgewater is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would not hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0".

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

<u>Item</u>	<u>Criteria</u>	<u>Score</u>
1	Ability to manage the project costs (minimize change orders to scope)	
2	Ability to maintain project schedule (complete on-time or early)	
3	Quality of work	
4	Quality of consultative advise provided on project	
5	Professionalism and ability to manage personnel	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc)	
7	Ability to verbally communicate and document information clearly and succinctly	
8	Ability to manage risks and unexpected project circumstances	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction)	
TOTAL SCORE OF ALL ITEMS		

EXHIBIT “A”

GS-1



THE ORIGINAL GREEN
SEAL OF APPROVAL
SINCE 1989

GS-1

Green Seal™ Standard for Sanitary Paper Products, Edition 6.1

A Guide to Leadership in Sanitary Paper

Sanitary paper is widely used for cleaning and convenience. The unsustainable sourcing of fibers that make up the paper can cause significant water pollution and soil degradation. The manufacturing process may release pollution that can be hazardous to human and aquatic life, and may expose workers to harmful chemicals such as chlorine.

To reduce these types of negative environmental and health impacts, Green Seal developed the GS-1 Standard as a comprehensive benchmark for sustainable sanitary paper products. Certification to this standard helps purchasers and consumers identify products that are sustainability leaders in the industry.

Scope of GS-1

This standard establishes environmental, health, and social requirements for sanitary paper.

Product-Specific Performance Requirements

The standard addresses basis weight, tensile strength, stretch, water absorbency, and minimum product per roll/package requirements for each product category.

Fiber Requirements

The fiber source must either be made from 100% recovered material; up to 85% agricultural residue with the balance made from post-consumer material; or any combination of recovered material and agricultural residue, with the balance of the product made from post-consumer material. Products made from recovered material shall meet the following post-consumer material requirements:

Product Category	Post-Consumer Material Requirements
Paper Towels, General-Purpose Wipes, and Napkins	50%
Bathroom Tissue	25%
Facial Tissue	15%
Toilet Seat Covers	25%
Placemats/Tray Liners	40%

Product-Specific Sustainability Requirements

The papermaking processes must be *Processed Chlorine Free* and may not contain any additives or contaminants that are, or are known to produce or release, carcinogens, mutagens, or reproductive toxins. Also prohibited are chlorophenolic biocides; fragrances; heavy metals, including but not limited to lead, chromium, or selenium in both elemental forms or compounds and ozone-depleting compounds.

SUSTAINABILITY
LEADERSHIP STANDARDS



INDEPENDENT
THIRD-PARTY
CERTIFICATION



SUSTAINABILITY
REGARDING &
LIFE CYCLE ANALYSIS



TECHNICAL ASSISTANCE
FOR INSTITUTIONAL
GREENING

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