BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 21, 2005

Division: Public Works

Bulk Item: Yes X No ___

Department: Facilities Maintenance J.K

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval to award bid and enter into a contract with Dependable Janitorial and Building Maintenance, Inc. for the janitorial services at the George Dolezal Library in Marathon.

ITEM BACKGROUND: On April 30, 2005 the current contract with Dependable Janitorial will expire with no additional options to renew. On March 8, 2005 a bid opening was held with Dependable Janitorial submitting the low bid for the Marathon Library.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: Contract for janitorial services to commence on May 1, 2005 and to expire on April 30, 2006.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: $7,325.04 per year
BUDGETED: Yes X No ___
COST TO COUNTY: $7,325.04 per year
SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: Beth Leto for
Dent Pierce

DOCUMENTATION: Included X Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING OFFICE

TABULATION SHEET

OPEN DATE: March 8, 2005 AT 11:00 AM

TITLE: JANITORIAL SERVICES FOR THE MARATHON LIBRARY

RESPONDENT	MONTHLY	ANNUALLY
Dependable Janitorial	$610.42	$7,325.04
GME Janitorial Services	$900.00	$10,800.00
Tancego Construction Inc.	$1,500.00	$18,000.00
IBMS	$1,560.00	$18,720.00
National Cleaners, Inc.	$3,902.49	$46,829.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office, Ann Riger - Facility Maintenance.
Members of the Public Present: Tanya Gutierrez - Tancego Construction, Inc.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dependable Janitorial

Contract #_____

Effective Date: 05/01/05

Expiration Date: 04/30/06

Contract Purpose/Description:
Janitorial services for the Marathon Library

Contract Manager: Ann Riger (Name) 4549 (Ext.) Facilities Maint/Stop #4 (Department/Stop #)

for BOCC meeting on 04/20/05 Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: $ 7,325.04 Current Year Portion: $ 3,052.10

Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-_____

Grant: $ N/A _____-_____-_____-_____-_____

County Match: $ N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	4/5/05	Yes ☐ No ☑	Beth Feto	4/5/05
Risk Management	3-17-05	Yes ☐ No ☑	M. Shumb	3-17-05
O.M.B./Purchasing	3/23/05	Yes ☐ No ☑	Salvatore Tapella	3/29/05
County Attorney	3-17-2005	Yes ☐ No ☑	S Hutt	3/21/05

Comments: _____

OMB Form Revised 2/27/01 MCP #2

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of April, 2005, A.D., by and between MONROE COUNTY, FLORIDA , (hereinafter sometimes call the "owner"), and Dependable Janitorial and Building Maintenance, Inc. (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

2. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3. SCOPE OF THE WORK

The Contractor shall provide janitorial services, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in paragraph 40, and as entitled:

JANITORIAL SERVICES
GEORGE DOLEZAL LIBRARY
MARATHON, FLORIDA

And his bid dated March 8, 2005, attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

4. THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve months.

The Contractor shall invoice the County monthly for janitorial services performed under the specifications contained herein. The Contract amount shall be as stated by the contractors proposal as follows: $7,325.04 per year, $610.42 per month.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

C. The passing, approval, and/or acceptance by the Owner of any of the janitorial services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

6. TERM OF CONTRACT/RENEWAL

A. This contract shall be for a period of one (1) year, commencing May 1, 2005, and terminating April 30, 2006.

B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

7. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

9. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

10. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. INSURANCE

Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the Owner Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be $300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: $100,000 per person; $300,000 per Occurrence; and $50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve months following the acceptance of work by the County.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be $100,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: $50,000 per Person; $100,000 per Occurrence; and $25,000 Property Damage.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

D. Employee Dishonesty

The Contractor Shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

$10,000 per Occurrence

13. FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or be mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

1. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

2. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Dependable Janitorial and
Building Maintenance, Inc.
P.O. Box 2546
Key Largo, FL 33037

16. CANCELLATION

A) In the event that the contractor shall be found to be negligent in any aspect of plant operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

17. GOVERNING LAWS

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

18. RECORDKEEPING

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to

such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

19. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20. ATTORNEY'S FEES AND COSTS

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

22. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

23. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

24. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the

satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

25. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

26. NONDISCRIMINATION

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age.

27. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

28. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statues, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's

agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

29. NO SOLICITATION/PAYMENT

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

30. PUBLIC ACCESS

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statues, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

31. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 286.28, Florida Statues, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

32. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

33. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

34. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

35. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

36. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

37. EXECUTION ON COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

38. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

39. CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe county Board of County Commissioners.

40. SPECIFICATIONS

The Contractor shall furnish janitorial service, including all necessary supplies, equipment, and safety devices required in the performance of same for the George Dolezal Library, located at 3251 Overseas Highway, Marathon Florida, consisting of approximately 7,028 s.f.

1. Restroom Sanitation shall include the following on a daily basis:

   a. All Floors swept, loose dirt removed.
   b. Wash and disinfect floor
   c. Stall partitions damp cleaned.
   d. All commodes, urinals, basins and vanities shall be scoured and disinfected.

e. All urinal traps shall be specially cleaned and disinfected.
f. All sanitary napkin receptacles will be cleaned, waste disposed, and disinfected.
a. All supplies shall be replaced (paper goods, soap, etc.).

All other work necessary to maintain a clean and sanitary condition in these restrooms shall be accomplished, whether it is specifically noted in these specifications or not.

NOTE: Marathon Library has 1 male public restroom with 1 toilet and 1 urinal, 1 female public restroom with 2 toilets, and 1 employee restroom with one toilet.

2. All sinks and water fountains outside the restroom areas are to be cleaned daily. Water fountains are to be polished periodically.

3. General Cleaning shall be completed daily, and should include the following:

   a. All tile floors are to be dusted and mopped.
   b. All furniture and furnishings to be dusted and spot cleaned.
   c. Low ledges, sills, rails, tables, shelving, baseboards, etc. to be wiped with a damp cloth to reduce the amount of dust in the building.
   a. All trash receptacles emptied, and trash can liners replaced.
   b. All upholster furniture to be vacuumed.
   c. All carpeting shall be vacuumed with a powerful HEPA vacuum, such as the Orik.

4. Weekly janitorial services to include:

   a. All glass partitions, doors, mirrors, windows, etc. to be cleaned and/or polished.
   b. Obvious scuff marks shall be removed from resilient flooring.
   c. All door vents cleaned.

5. Monthly janitorial services to include:

   a. All high dusting (i.e. pictures, door frames, air vents, tops of book shelves, etc.)
   b. All walls dusted monthly
   c. All air conditioning vents, supply and return air grilles cleaned.

6. The Contractor shall insure all exterior doors are locked while they are servicing the building and upon their departure.

7. Janitorial services will be 5 days a week, Monday thru Friday (excluding holidays), anytime between 8:00 p.m. and completed before 10:00 a.m.

8. Coordination of the work with the County area representative shall be the responsibility of the Contractor. The Contractor shall perform the work during hours and time as specified.

9. Keys shall be issued to the Contractor by the area representative at the start of the Contract. Written confirmation of receipt of keys shall be signed by the Contractor. The Contractor shall return all keys as issued upon expiration of the contract or termination.

10. The contractor shall be responsible for the cost of changing locks, etc., for all keyed secured areas for which the Contractor does not return the keys.

11. The Contractor shall report any problems regarding open doors and/or vandalism to the Facilities Maintenance Department.

12. The Contractor shall provide all supplies necessary for the cleaning performance of his work under the contract. All supplies, including but not limited to, hand soap, paper towels, toilet paper, and trash can liners, shall be supplied by the Contractor.

13. Additional Services: (Shall be performed once in every three month period, and shall be included in the bidding price.)

A. Resilient Flooring shall be swept/dust mopped and stripped. After application of three coats of wax, areas shall be buffed sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The waxed floor shall present a clean appearance free from scuff marks or dirt smears. Furniture and/or other equipment moved during floor stripping and waxing shall be returned to their original positions.

B. Dry Cleaning, Steam Cleaning, or Shampooing Carpets and Rugs shall be vacuumed of all loose soil and debris prior to cleaning, and shall be free of streaks, stains and spots, and shall have a bright uniform color upon completion of dry cleaning, steam cleaning or shampooing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor/Chairman

(SEAL)
Attest:

By: _____
WITNESS

Title: _____

By: _____
WITNESS

Title: _____

CONTRACTOR
Dependable Janitorial & Building Maintenance, Inc.

By: _____

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 3/21/05