

AGREEMENT

26-0234-RFP

Janitorial Services for Construction and Property Management Facilities

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and D&A Building Services, Inc. whose primary address is 321 Georgia Ave. Longwood, FL 32750 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective April 2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - b. Insurance Requirements attached as Exhibit C.
 - c. Scope of Work attached as Exhibit D.
 - d. Pricing attached as Exhibit E.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditure under the Agreement will not exceed \$5,313,614.18 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$1,771,204.72 in any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title: *Kerry Santolosa Exp*

Date: *5/28/20*

For County: *Geminole*

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

EXHIBIT C
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by COI360, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to COI360 c/o MDi Data at PinellasSupport@MDiclaims.io by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Vendor of this requirement to provide notice. Regardless of notification, it remains the Vendor's obligation to, at all times, maintain the requisite insurance.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this Agreement, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.

- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County.
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor,

Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 100,000
General Aggregate	\$ 100,000

- 5) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit D

Scope of Work

2.1. INTENT

In accordance with the attached specifications, it is the intent of Pinellas County to establish one or more contracts for Janitorial Services for various County buildings managed by the Construction & Property Management Department, as and when required.

These services support the County's responsibility to maintain safe, clean, and well-maintained facilities and to ensure a consistent, high-quality indoor environment for employees, visitors, and the public.

This procurement is structured into service groups. Proposers may submit responses for one (1) or more service groups, as identified in this solicitation. The County reserves the right to award contracts by individual service group or in combination, as determined to be in the best interest of the County and in accordance with applicable laws.

2.2. OBJECTIVE

The County requires janitorial services for various County buildings to maintain clean, safe, and functional working environments. Services include, but are not limited to, daytime porter services, routine scheduled cleaning, floor maintenance, and supplies distribution and inventory management.

The County expects the Contractor to deliver cost-efficient services that meet or exceed the County's customer service and performance expectations and support the maintenance of a high-quality indoor environment.

2.3. SERVICE STANDARDS AND APPLICABILITY

This Contract establishes the standard for janitorial services at various County facilities managed by the Construction & Property Management Department.

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment necessary to perform the services described herein, except as otherwise provided by the County. The Contractor shall plan, schedule, coordinate, monitor, and ensure effective performance of all required services in accordance with the specifications of this solicitation.

All services shall be performed in a professional manner and in compliance with all applicable federal, state, and local laws, regulations, codes, statutes, and current industry standards. Unless otherwise specified in this Contract, the Contractor shall employ methods and practices generally accepted and used within the janitorial services industry.

2.4. MANDATORY MINIMUM QUALIFICATIONS:

- A. Proposers shall be actively engaged in the business of providing janitorial services, registered with the Florida Division of Corporations, and possess the financial capacity, equipment, staffing, and organizational structure necessary to satisfactorily perform the services if awarded a Contract.

- B. The Proposer shall demonstrate successful experience performing janitorial services of similar size, scope, and complexity by meeting one (1) of the following experience criteria:
1. Providing comparable services to at least three (3) public-sector entities similar in size and operational complexity to Pinellas County; or
 2. Providing large-scale janitorial services for private-sector clients, supported by demonstrated managerial capacity and financial stability sufficient to perform the work.
- C. The following mandatory minimum qualifications must be met and submitted with the proposal:
1. Local Presence
 - a. The Proposer shall maintain an office located within Pinellas County, an adjoining county, or within fifty (50) miles of Pinellas County, sufficient to support staffing, supervision, response times, and service schedules defined in the specifications.
 2. Years in Business
 - a. A statement confirming the Proposer has been in continuous business providing similar janitorial services for a minimum of five (5) years.
 3. Financial Capacity
 - a. A financial statement identifying total assets and liabilities and disclosing any current or prior bankruptcies.
 4. Relevant References
 - a. A minimum of three (3) references for contracts, accounts, or projects of similar size and scope, including:
 - i. Client name and third-party contact information
 - ii. Description of services performed
 - iii. Contract start and end dates
 - iv. Contract value
 5. Claims and Litigation
 - a. A statement disclosing any claims, liens, or litigation within the past five (5) years, including matters resolved or settled outside of court.
 6. Environmental Compliance

- a. A statement disclosing any Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), or County environmental violations or fines within the past five (5) years.

7. Equipment Inventory

- a. A list of all equipment currently owned and proposed for use in performing the services described in this Contract.

8. Staffing Plan

- a. A statement identifying the estimated number of employees required to perform the work, including full-time and part-time staff
- b. Identification of job classifications (e.g., Contract Manager, Supervisor, Crew Supervisor, Porter)

9. Current Workforce Capacity

- a. A report identifying current full-time and part-time staff. If existing staffing levels are insufficient, the Proposer shall submit a detailed recruitment plan and anticipated timeframe to achieve full staffing.

D. The County may request additional financial or qualification-related information from the Proposer or third parties. If the County determines, in its sole discretion, that awarding a Contract to a Proposer presents an unacceptable risk, the County reserves the right to deem the Proposer not qualified.

E. The Contractor shall maintain compliance with all Mandatory Minimum Qualifications as presented during selection for the duration of the Contract.

2.5. STAFFING:

The Contractor shall maintain a sufficient number of qualified employees to satisfactorily perform all scheduled janitorial services. The Contractor shall determine and furnish the total staff hours necessary to meet the service levels and performance requirements specified in this Contract.

The Contractor shall provide an adequate number of trained cleaning personnel each day at all assigned locations to ensure completion of all required services.

The Contractor shall provide full-time supervision and designate Supervisors responsible for oversight of Contractor staff across all assigned locations. Supervisors shall be authorized to represent and act on behalf of the Contractor.

The Contractor shall provide on-site supervision during scheduled service hours to ensure competent performance of the work. The Contractor or its authorized supervisory staff shall conduct daily routine inspections to verify that services are performed in accordance with Contract requirements.

All Contractor employees working within County facilities shall be able to read and understand warning signs written in English.

Supervisory and management personnel shall be literate and fluent in the English language to read chemical labels, job instructions, and signage and to communicate effectively with County representatives. Supervisors shall also be fluent in the primary language spoken by the janitorial staff.

All Supervisors shall possess working knowledge of janitorial tasks, equipment, and materials sufficient to conduct effective inspections, direct corrective action, and maintain quality control.

The Contractor shall equip each shift Supervisor with an independent communication device, such as a cellular phone, to ensure continuous availability during service hours.

2.6. SECURITY AND BACKGROUND CHECKS:

All Contractor employees assigned to work in County facilities shall successfully complete a background check and receive required security clearance prior to performing any work under this Contract.

The Contractor shall complete the background check process for all assigned employees no later than fifteen (15) days prior to the employee's start date, through the County's Contract Manager or designee. The Contractor shall be responsible for all costs associated with background checks.

Contractor employees shall provide valid identification, including a government-issued driver license and Social Security card, as required to complete the background check and obtain security clearance.

The County will provide orientation and instructions for the security clearance workflow process through the Contract Manager or designee.

2.7. BUILDING AND ACCESS SECURITY

A. Keys, Badges, and Access Credentials

1. The County will furnish the Contractor with keys, key cards, badges, or other access credentials necessary to perform services under this Contract.
2. The Contractor shall maintain positive control of all issued access credentials at all times and shall:
 - a. Not duplicate keys, key cards, or badges
 - b. Not allow access credentials issued to a specific individual to be used by any other person
 - c. Keep all access credentials out of the sight and reach of the public
 - d. Maintain a written log of personnel issued access credentials
3. Contractor staff shall immediately surrender all keys, key cards, and badges upon separation from employment. The Contractor shall return surrendered access credentials to the Facility Manager or Contract Manager within one (1) week of employee departure. Failure to return access credentials shall be considered non-compliance and may result in deductions.

4. The Contractor shall assume full responsibility for lost or stolen access credentials. In the event of loss or theft, the Contractor shall immediately notify the Facility Manager and shall be responsible for all costs associated with re-keying, lock replacement, system reprogramming, and re-issuance of access credentials.
5. At the conclusion of the Contract, the Contractor shall return all keys, key cards, badges, and access credentials to the County.

B. Building and Secured Area Access

1. The Contractor shall not admit any person into County facilities unless the individual is a direct employee of the Contractor and actively engaged in the performance of work under this Contract.
2. The Contractor shall restrict access to only those buildings, areas, and parking locations specifically authorized under this Contract. Contractor staff shall not enter areas not included in the Scope of Services.
3. The Contractor shall not permit any individual to access sensitive or secured areas—including locked rooms or restricted spaces containing confidential data, materials, supplies, or equipment—unless the County determines that such access is permitted and in the County's interest.
4. Contractor staff shall not grant access to unassigned or unauthorized areas to any individual, including other Contractor employees.

C. Coordination and Notification

1. The Contractor shall notify the assigned Facility Manager of any access-related issues, security concerns, or required adjustments to service schedules. The Contractor shall coordinate access requirements for sensitive or secured areas with the Facility Manager.
2. The Contractor shall develop and maintain a list of sensitive or secured areas and associated service schedules. The Contractor shall provide this information to the Contract Manager or designee and the Facility Manager, upon request.

D. Security Practices During Service

1. The Contractor shall ensure the following security practices are observed at all times:
 - a. Exterior doors shall not be propped open unless continuously attended by Contractor personnel
 - b. Keys shall not be left in doors
 - c. All doors shall remain locked while work is performed
 - d. Upon completion of services, all serviced areas shall be secured

e. Prior to leaving a facility, the Contractor shall ensure that:

- i. All windows and doors are properly closed and locked
- ii. All interior lights are turned off, except for designated perimeter security lighting
- iii. Security systems are reactivated, where applicable

E. Personal Property

- 1. The Contractor shall provide secure storage for Contractor employees' personal belongings during work hours. The County shall not be responsible for loss or damage to Contractor or employee personal property.

2.8. PROJECT INITIATION

The Contractor shall commence services, or provide written confirmation of a scheduled start date, within seventy-two (72) hours of receipt of a County-issued Purchase Order (PO).

Written confirmation shall be submitted by email or another County-approved method.

Failure to commence services or provide a scheduled start date within the required timeframe may be considered non-compliance and subject to remedies available under this Contract, including, but not limited to, withholding of payment, issuance of a Cure Notice, or termination for cause.

2.9. QUOTE RESPONSE

The Contractor shall provide a written response to all County requests for quotes, estimates, or pricing within seventy-two (72) hours of receipt, unless the County approves an alternate timeframe in writing. All requests and responses shall be coordinated through the Contract Manager or designee.

Responses shall include sufficient detail to allow for timely evaluation and processing.

Failure to provide a response within the required timeframe may be considered non-compliance and subject to remedies available under this Contract.

All submitted quotes shall remain valid for a minimum of ninety (90) days from the date of submission.

2.10. TIMELY INVOICE SUBMISSION:

Contractor must submit requests for payment within **60 calendar days** of services being performed or materials being received to remain eligible for reimbursement by the County.

The County's fiscal year ends on **September 30**. All invoices for services rendered or materials received during a fiscal year must be submitted no later than **close of business October 31** following the end of that fiscal year. Due to fiscal year funding constraints, payment may be denied if invoices are not received by this date.

Failure to comply with these requirements may result in denial of payment due to the unavailability of funds.

2.11. QUARTERLY MEETINGS

The Contractor shall meet with the County on a quarterly basis to review contract performance, address field-related questions, and discuss any operational issues or corrective actions.

The County reserves the right to adjust the frequency, format, or scope of meetings as needed based on performance, operational needs, or risk.

2.12. POINT OF CONTACT FOR CONTRACTS AND FACILITY OPERATIONS

The information below identify the appropriate County points of contact for questions, requests, and issue resolution related to this Contract.

- Contract-related matters, including contract administration, invoicing, compliance, contractual interpretation, and formal requests, shall be directed to the Contract Manager or designee via the email address identified below.
- Facility-related matters, including technical issues, scheduling, site conditions, and maintenance coordination, shall be directed to the assigned Facility Manager.

Proposers and Contractors may reference the building locations identified in the Pricing Proposal to determine the applicable Facility Manager and appropriate point of contact.

Contract Contact Email:

com_contracts@pinellas.gov

Contacts for Facility Managers:

Section	Facility Manager	Phone Number	Email
NW	Larry Markunas	(727) 464-3916	markuna@pinellas.gov
MID	Jason Dearsman	(727) 464-6479	dearsman@pinellas.gov
SEC	John Miller	(727) 464-7948	omiller@pinellas.gov
SES	John Miller	(727) 464-7948	omiller@pinellas.gov
DET	Frank Terry	(727) 464-6690	fterry@pinellas.gov

2.13. COMMUNICATIONS:

The Contractor and Contractor staff shall not contact County employees, building occupants, or customers unless specifically directed to do so by the Contract Manager or the assigned Facility Manager.

All communications between the County and the Contractor shall occur through the Contract Manager or the assigned Facility Manager, as applicable. Email shall serve as the primary method of communication, with telephone communication used as a secondary or time-sensitive method.

The Contractor shall acknowledge and return all phone calls from the Contract Manager or Facility Manager promptly upon receipt.

If requested by the County, the Contractor shall provide daily and/or weekly checklists or reports to verify completion of required services. Such reports may include daily signatures and timestamps for restroom cleaning and other specified tasks.

The County will provide sample checklist or reporting formats to the Contractor after award. The Contractor shall use County-provided formats or submit proposed alternatives for approval.

2.14. RESPONSE TIME AND CORRECTIVE ACTION:

The Contractor shall respond to reports of unfinished or unsatisfactory janitorial services within four (4) hours of notification by the assigned Facility Manager or the County's Contract Manager or designee.

Response shall mean acknowledgment of the issue and deployment of appropriate personnel to the affected facility.

The Contractor shall complete all required corrective actions within eight (8) hours of notification, unless the County authorizes an alternate timeframe based on site conditions or operational constraints.

The County's Authorized Representative shall describe the nature of the unsatisfactory or unfinished work at the time of notification.

The Contractor shall provide current contact information, including after-hours telephone numbers, for designated supervisory and on-call management staff responsible for response and corrective action. The Contractor shall maintain this information and update it as changes occur.

2.15. ISSUE AND CONDITION REPORTING:

Janitorial staff shall report any on-site operational, maintenance, safety, or service-related conditions encountered during the course of work to their Supervisor at the end of each shift.

The Contractor's Supervisor or designated management staff shall communicate all on-site conditions and issues directly to the assigned Facility Manager, who serves as the County's primary point of contact for facility-related matters. Notification shall occur **no more than 24 hours from the time the condition or issue is identified.**

The Contractor shall continuously monitor consumable inventory levels at each facility. If consumable stock falls below a one (1) week minimum, the Contractor's Supervisor shall immediately notify the assigned Facility Manager.

The Contractor's staff shall complete and submit a County-approved low stock form to the assigned Facility Manager to support timely replenishment. The Contractor shall not delay notification until supplies are depleted. At the time of low stock submission, a minimum of one (1) week of supply shall remain on hand.

All contract administration, performance, compliance, invoicing, or contractual interpretation matters shall be communicated exclusively to the County's Contract Manager or designee.

2.16. PERFORMANCE/EVALUATION OF WORK:

The quality and consistency of cleaning services are critical to the success of this Contract. The County shall formally evaluate Contractor performance through inspections conducted monthly or as needed, at the County's discretion.

Inspections and performance evaluations shall be conducted by the Contract Manager or designee and may include, but are not limited to, the following criteria:

- Adherence to established work schedules and frequencies
- Quality and completeness of required cleaning tasks
- Repeated deficiencies or failures to perform required tasks
- Response time and effectiveness in correcting substandard or incomplete work
- Compliance with all specifications, requirements, and terms of the Contract

The County may use inspection results to assess overall performance, identify corrective actions, and determine the need for remedies in accordance with the Contract.

2.17. INSPECTION, INQUIRIES, AND COMPLIANTS

The Contract Manager or designee shall conduct regular and/or random inspections of County facilities to verify compliance with the requirements of this Contract.

Any extra work authorized by the Contract Manager or designee shall be subject to inspection and shall be performed to County standards.

The Contractor shall conduct daily routine inspections prior to leaving each facility to ensure all required services have been performed in accordance with Contract requirements.

The Contractor's Supervisor shall be available, upon request, to participate in inspections with the Contract Manager or designee. When deficiencies are identified, the Supervisor shall be on site no later than 12:00 p.m. on the same day of notification, unless the County approves an alternate timeframe.

Non-completed or deficient work shall be corrected within the following timeframes:

- Four (4) hours for daily and weekly tasks
- Forty-eight (48) hours for all other tasks

Upon correction of any deficiency, the Contractor's Supervisor shall notify the Contract Manager or designee.

Failure to respond or correct deficiencies within the required timeframes may result in assessment, damage charges, or other remedies available under the Contract.

2.18. SERVICE COMPLAINT PENALTIES:

- A. The Contractor shall be permitted no more than three (3) substantiated service complaints per location per calendar month related to non-performance or unsatisfactory

performance of services required under this Contract. See Definitions Section for the definition of a "Substantiated Complaint."

- B. For each substantiated complaint in excess of this threshold, the County may assess a penalty of Two Hundred Dollars (\$200.00) per affected location per month.
- C. In cases of non-performed or deficient work, the County may, at its discretion:
 - 1. Withhold payment from the Contractor's invoice for services associated with the affected location;
 - 2. Perform the required services using County personnel; or
 - 3. Obtain the services through other means.
- D. If the County exercises any of the above options, the County may deduct all costs incurred, including administrative costs, from amounts otherwise due to the Contractor.
- E. Repeated instances of non-performance or unsatisfactory performance may constitute grounds for descoping of services or termination for Cause.
- F. If the Contractor fails to perform the work required under this Contract or fails to respond to subsequent work requests in a diligent and satisfactory manner, the County may terminate the Contract and perform, or cause to be performed, all or any portion of the work necessary to complete or correct the services. The Contractor shall reimburse the County for all expenses incurred, and the County may deduct such amounts from any sums owed to the Contractor.
- G. The County's waiver of a breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach.

2.19. STAFF TRAINING & SAFETY:

- A. The Contractor shall be responsible for all necessary training relating to the application of chemicals and the use of equipment as it relates to the Work. Contractor shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the Work (i.e. hazardous material communication, blood borne pathogens, etc.). Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to employees, bystanders, materials, equipment and property. In so doing, Contractor shall comply with the applicable rules and regulations of any regulatory body (i.e. OSHA) having jurisdiction over the safety of persons or property. Contractor shall be liable for any resulting damage arising from its operations.
- B. Contractor will not compromise the safety of COUNTY Employees or the public through Contractor's Employees, or Contractor's Agents actions.
- C. Contractor may be required to maintain an incident log and report OSHA recordable incidents to the Contract Manager within 24 hours of request.

- D. It is the responsibility of the Contractor to provide all materials and training to insure a safe working environment for their employees, County employees and the public. The Contractor shall provide each employee engaged in the performance of the Work under this Service Contractor Agreement with the initial and recurrent training needed to safely and competently perform the Work hereunder.
- E. The Contractor shall maintain as a part of each employee's employment record a training record for that employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. A transcript of the training records shall be made available to the County upon request.
 - 1. All such employee training shall be furnished at Contractor's expense. Contractor shall give the County a schedule of training classes (before the training is to take place). The Facility Representative may attend such classes to monitor content.
 - 2. At a minimum, each employee shall receive training in the following areas as soon as practical after employment or when new procedures, methods, equipment or chemicals have been introduced.
 - a. General orientation, areas of Contractor's responsibility
 - b. Introduction to Contractor's assignment areas
 - c. Chemical usage and safety precautions to include the Material Safety Data Sheet (MSDS).
 - d. Tools and equipment, operations and general safety
 - e. Restroom cleaning and disinfecting
 - f. Common mistakes
 - g. Floor care and maintenance
 - h. Safety issues, compliance with OSHA ACT of 1970
 - i. Blood-borne pathogen safety program
 - j. Owner's recycling program
 - k. Emergency procedures
- F. The Contractor will comply with all applicable federal, state and local government requirements for workplace safety, as well as any requirements placed on them by the Facility Representative. Some examples are:
 - 1. Signs placed on elevator doors or within cab while trash is being hauled.
 - 2. Wet floor signs and barricades used while any floor is wet.
 - 3. Barricades and warning signs while working overhead.

4. Appropriate signage and/or barricades shall be used in situations where restrooms need to be closed for cleaning
5. SPECIAL NOTE: Only professionally made signs, approved by the Facility Representative will be used. The Contractor is responsible to remove the signs and barricades when the hazard is no longer present and properly store them before the Contractor completes the shift activity.

G. Safety hazards shall be immediately corrected by the Contractor.

2.20. CONDUCT OF EMPLOYEES:

A. General Standards of Conduct

1. The Contractor shall ensure that all employees and subcontractors assigned to this Contract conduct themselves in a professional, orderly, and respectful manner at all times while on County property.
2. The Contractor shall not employ or permit any individual to work under this Contract who is incompetent, disorderly, disruptive, unwilling to properly perform assigned duties, under the influence of alcohol or drugs, or otherwise objectionable. Any such individual shall be immediately removed from County property and shall not be reassigned to work under this Contract.
3. The Contractor shall not permit the use, possession, or presence of alcohol or illegal drugs on County premises.
4. County property shall not be used for personal advantage, business gain, or any purpose unrelated to the performance of Contract services.
5. The Contractor shall be responsible for correcting or repairing, to the County's satisfaction, any damage to County property caused by Contractor personnel.

B. Prohibited Activities

1. The Contractor shall ensure that its employees and subcontractors do not engage in the following activities while on County property:
 - a. Recruiting, hiring, interviewing, or terminating personnel
 - b. Soliciting or accepting gratuities from County employees, tenants, customers, or visitors
 - c. Removing, scavenging, or appropriating any County or tenant property
 - d. Disturbing papers, opening desk drawers or cabinets, or using County telephones, computers, or equipment unless expressly authorized
 - e. Taking photographs or videos in courtrooms, law enforcement locations, or other restricted areas without prior approval from the Facility Manager

- f. All items of value found by Contractor personnel shall be immediately turned over to the Facility Manager.

C. Smoking, Food, and Personal Electronics

1. Smoking and vaping are prohibited inside County-owned and occupied buildings. The Contractor shall comply with all provisions of the Pinellas County Smoking Policy.
2. The Contractor shall restrict consumption of food and beverages to areas specifically designated or approved by the Facility Manager.
3. Contractor employees shall not use personal electronic devices, including cell phones or earbuds, during scheduled work hours except for direct business purposes. All use of electronics shall be conducted with professional courtesy.

D. Appearance and Work Attire

1. County-issued identification badges shall be worn at all times while on County property.
2. All Contractor personnel shall wear uniforms furnished by the Contractor while performing services under this Contract. Supervisory staff may wear badges in lieu of uniforms if approved by the County.
 - a. Uniform requirements include:
 - i. A distinctive, County-approved uniform shirt
 - ii. The Contractor's name displayed in a permanent or semi-permanent manner (e.g., badge or monogram)
3. No employee shall be permitted to work or receive keys unless wearing the approved uniform.
4. Employees shall maintain neat appearance and good personal hygiene:
 - a. The following attire requirements apply:
 - i. Long pants required; shorts prohibited
 - ii. Closed-toe shoes required; sandals or flip-flops prohibited
 - iii. Hats prohibited unless medically necessary
5. All uniforms shall be submitted to the Contract Administrator for approval prior to commencement of work and remain subject to County approval throughout the Contract term.

E. Facility Access, Signage, and Professional Interaction

1. Contractor personnel shall announce themselves when entering restrooms or closed-door spaces.
2. Contractor personnel shall read, understand, and strictly comply with all posted signage, written instructions, and access restrictions at each facility, including but not limited to safety notices, security directives, restricted-area designations, and operational instructions. Failure to comply with posted signage constitutes non-compliance and may result in immediate corrective action, removal from the facility, or other remedies available under the Contract.
3. The Contractor shall ensure that its employees minimize verbal interaction with building occupants and perform work in a manner that does not disrupt County operations.

F. Non-Interference with County Operations

1. The Contractor shall coordinate work schedules and methods with the Facility Manager to minimize interference with County business.
2. Work required outside of normal business hours, including weekends or legal holidays, shall require prior approval from the Facility Manager and shall be performed at no additional cost to the County unless otherwise authorized.
3. The Contractor shall comply with all building rules and regulations and shall modify work methods, schedules, or procedures if determined by the Facility Manager to be detrimental to County operations.

G. Cooperation with Other Contractors

1. The Contractor shall cooperate fully with County staff and other contractors performing work at County facilities. The Contractor shall not commit or permit any act that interferes with the performance of work by other contractors.

H. Enforcement

1. If the Facility Manager or Contract Manager identifies unacceptable conduct, performance, appearance, or failure to comply with posted signage by Contractor personnel, the Contractor shall take immediate corrective action, including removal of the individual from County property if directed.
2. Repeated failure to comply with posted signage or conduct requirements may be deemed a material breach of the Contract and grounds for removal of personnel, descope of services, or termination for Cause.

2.21. DISCIPLINE OR DISCHARGE OF EMPLOYEES:

The County may require the immediate removal of any Contractor employee whose conduct, performance, or presence is deemed objectionable or inconsistent with the requirements of this Contract. Upon such request, the Contractor shall promptly remove the employee from County premises.

A County request for removal or transfer of an employee shall not be construed as a directive to discipline or discharge the employee. All decisions regarding employee discipline, reassignment, or termination shall remain the sole responsibility and discretion of the Contractor.

The Contractor shall be solely responsible for all employment-related actions and obligations associated with its employees and subcontractors. The County shall be held harmless from any claims, disputes, or liabilities arising from Contractor personnel actions, including but not limited to allegations of discrimination, harassment, wrongful termination, or discharge without just cause.

2.22. SCOPE BY LOCATION & CLEANING FREQUENCIES,

Refer to Janitorial Services & Locations, Janitorial Cleaning Matrix for detailed locations, cleaning frequencies.

2.23. HOURS OF OPERATION:

Routine janitorial cleaning shall be performed after the close of business each day for the majority of County locations.

Locations requiring cleaning services during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) are identified by location in the Janitorial Services and Locations schedule.

- **Day Porter Services** - The Contractor shall provide Day Porters to perform general custodial services and respond to unplanned or emergent cleaning needs during normal business hours. Day Porters shall be stationed at assigned locations but may be required to travel to other County facilities, as identified in the service schedule, to address unexpected conditions during the business day.
- **Support Staff** - The Contractor shall provide an adequate number of support staff at County locations, as specified in the service schedule, during normal business hours to meet operational needs.
- **Final Schedule** - The Contractor shall submit a proposed work schedule consistent with the location and cleaning frequency schedule. Any variance from the published schedule shall require County approval. The final schedule shall be subject to County review and approval.

2.24. CLEANING SUPPLIES AND CONSUMABLE STORAGE

A. Cleaning Supplies and Consumables

1. The Contractor shall estimate required quantities, manage inventory levels, and ensure continuous availability of all County-furnished consumables and cleaning chemicals necessary to perform services under this Contract, based on facility size, occupancy, service level, and industry standards. Supplies shall remain adequately stocked at all times.

2. Crew Supervisors shall control, distribute, and monitor consumable inventory to ensure proper usage, prevent shortages, and identify replenishment needs in advance.
3. Pinellas County will furnish the following consumable items for all facilities covered under this Contract:
 - a. Toilet paper
 - b. Paper towels (hand-drying only; not to be used for cleaning purposes)
 - c. Hand soap
 - d. Pinellas County will furnish all approved cleaning chemicals for use at County facilities, unless otherwise specified.
 - e. The Contractor shall not substitute, supplement, or introduce alternate consumables or cleaning chemicals without prior written approval from the County.

B. Utilities Furnished by the County

1. The County will provide electrical power through existing outlets and water necessary for routine janitorial operations, as available.

C. Supplies, Equipment, and Materials Furnished by the Contractor

1. The Contractor shall furnish all personnel, labor, supervision, equipment, tools, and materials necessary to perform the Work, except those expressly identified as furnished by the County.
2. Contractor-furnished equipment shall include, but not be limited to:
 - a. Power-driven floor scrubbers, polishers, and waxing machines
 - b. Industrial-grade vacuum cleaners
 - c. Carpet extraction equipment
 - d. Buffers, mops, buckets, wringers, extension poles, ladders, and related tools
 - e. Vehicles required to transport personnel, equipment, and supplies
 - f. All equipment shall be commercial-grade, suitable for janitorial services, and maintained in accordance with original manufacturer specifications. The Contractor shall not modify equipment beyond manufacturer specifications. All equipment shall comply with all applicable federal, state, and local safety standards and remain subject to approval by the County.

3. The Contractor shall keep all equipment clean, functional, and free of objectionable odors at all times.

D. Storage of Supplies and Equipment

1. Where available, the County will provide reasonable janitorial storage space or closets for the Contractor's use. All storage space is provided in "as-is" condition.
2. The Contractor shall:
 - a. Use storage spaces solely for janitorial supplies and equipment associated with this Contract
 - b. Maintain storage areas in a neat, orderly, and sanitary condition
 - c. Comply with all applicable fire codes, safety regulations, and housekeeping standards
 - d. Store all tools, equipment, and supplies exclusively within designated janitorial closets or cabinets
 - e. At Contract termination, the Contractor shall return all storage spaces to the County in the same condition as received, reasonable wear and tear excepted.
3. Janitorial closets and storage areas shall be included as part of routine inspections.

E. Hazardous Materials, Safety, and Labeling

1. The Contractor shall comply with all federal, state, and local regulations governing hazardous materials.
2. The Contractor shall not store flammable liquids on County premises. Rags and other flammable solids shall be stored in State Fire Marshal-approved containers. All containers shall be properly labeled to identify contents.
3. If toxic materials are used, the Contractor shall clearly label such materials with the material name and appropriate emergency response information.
4. The Contractor shall post a current Safety Data Sheet (SDS) for all chemicals used under this Contract in English and any other primary language spoken by Contractor staff.

F. Cleaning System and Cross-Contamination Control

1. The Contractor shall implement a color-coded cleaning system to prevent cross-contamination.

2. Cleaning tools and materials used in restrooms, including mops, mop heads, buckets, and cleaning cloths, shall be uniquely color-coded and shall not be used in any other areas of a facility.

G. Materials Labeling

1. All solution containers shall display the original manufacturer label or a clearly legible reproduction of the label, including Hazardous Materials Identification Guide (HMITG) information. Improper or missing labeling constitutes non-compliance.

H. Chemical Pricing – Alternative Bid (Informational)

1. As part of its proposal, the Proposer shall submit a separate, itemized schedule of pricing for all cleaning chemicals proposed for use in the performance of this Contract.
 - a. The chemical pricing submission shall include, at a minimum:
 - b. Product name and manufacturer
 - c. Unit size and dilution rate, if applicable
 - d. Unit price
 - e. Supplier or distributor name
2. Chemical pricing is requested for evaluation and informational purposes only and will not be used in the determination of award.
3. Submission of chemical pricing does not obligate the County to purchase chemicals through the Contractor and does not limit the County's ability to furnish cleaning chemicals directly.
4. Failure to submit the required chemical pricing schedule may result in the proposal being deemed non-responsive.

2.25. DEFINITIONS

- A. **Business Day** – Any day during which Pinellas County offices are open for business, Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding County-recognized holidays.
- B. **Contract Administrator** – The representative designated by the County responsible for overseeing contractual compliance, monitoring performance expectations, and performing administrative and compliance duties related to the Contract.
- C. **Contract Manager** - The representative designated by the County to administer and manage the Contract, including authority over contract compliance, performance issues, inspections, notices, and official correspondence. The Contract Manager may designate one or more authorized representatives.

- D. **Control Book** – A log or record maintained on site at each facility and accessible to County and Contractor personnel. The Control Book is used to document cleaning issues, maintenance deficiencies, inspections, and communications. The Control Book shall include Contractor sign-in and sign-out sheets, applicable Safety Data Sheets (SDS), staffing and cleaning plans, permits, training certifications, and other documents deemed appropriate by the County
- E. **County Representative** - The County Representative and his/her duly appointed successor or his/her authorized representative who is in charge of a specified number of buildings and designated by the Facility Manager as his/her duly appointed successor or his/her authorized representative. The Facility Representative shall perform all contract monitoring on a daily basis and shall be the first point of contact for any contract performance related questions, concerns, or clarification.
- F. **Crew Supervisor** - An individual designated in writing by the Contractor to supervise on-site janitorial crews and manage day-to-day operations at a facility. The Crew Supervisor shall be present on site during the performance of routine tasks, shall not perform cleaning duties, and shall have authority to act on behalf of the Contractor at the site. The Crew Supervisor shall be able to communicate effectively in written and oral English.
- G. **Daytime Porter** – A Contractor employee assigned to provide custodial services during daytime hours, generally between 8:00 a.m. and 5:00 p.m., or as otherwise specified by the County. Daytime Porters maintain common areas, entrances, break rooms, vending areas, and restrooms and respond to emergent janitorial needs such as spills.
- H. **Facility Manager** – The County representative assigned responsibility for one or more facilities who performs daily contract monitoring and serves as the primary point of contact for facility-related matters, including scheduling, site conditions, access coordination, and operational issues.
- I. **Nighttime Porter / Night Cleaner** – A Contractor employee assigned to provide custodial services during evening or nighttime hours, generally between 5:00 p.m. and 9:00 p.m., or as otherwise specified by the County. A Nighttime Porter shall not be the same individual assigned as the Daytime Porter.
- J. **Safety Data Sheet (SDS)** – An informational document prepared by a chemical manufacturer, distributor, or importer that communicates hazards and safety information for chemical products, including physical, health, and environmental hazards; protective measures; and safe handling, storage, and transportation procedures. SDS documentation shall be available in English and any other primary language spoken by Contractor staff.
- K. **Substantiated Complaint** – A documented instance of non-performance or unsatisfactory performance of services required under the Contract that has been verified by the County.

1. A complaint shall be considered substantiated when all of the following conditions are met:
 - a. The issue is documented by the County through an inspection report, checklist, Control Book entry, written notice, email, photograph, service request, or other County-generated record;
 - b. The issue relates directly to a failure to perform, or inadequate performance of, services required by the Contract, including applicable specifications, schedules, or service levels;
 - c. The Contractor has been notified of the deficiency in accordance with the Contract's communication and issue reporting requirements and provided the applicable timeframe to correct the issue; and
 - d. The County verifies that the deficiency was not corrected within the required timeframe, recurred after correction, or materially impacted service quality, safety, or facility operations.
 2. Complaints determined by the County to be outside the Contractor's scope of responsibility or unsupported by inspection or documentation shall not be considered substantiated.
 3. The determination of whether a complaint is substantiated shall be made by the Contract Manager or designee and shall be final.
- A. **Supervisor** – A Contractor employee responsible for supervising and managing custodial services personnel, overseeing daily performance of on-site services, ensuring compliance with the Scope of Work and Customer-Specific Scope of Work, and responding to County inquiries. Supervisors shall possess sufficient knowledge of cleaning tasks, equipment, and materials to conduct effective inspections and follow-up.
- B. **Requested Schedule** – A completed weekly janitorial checklist and any documented monthly, semi-annual, or annual cleaning activities performed in accordance with the Contract.

2.26. CLEANING STANDARDS:

- A. Applicable Cleaning Standard
1. The Contractor shall comply with **industry-accepted cleaning standards**, including the International Sanitary Supply Association (ISSA) *Standard for Measuring the Effectiveness of Cleaning in Industrial and Commercial Facilities* (the "Clean Standard").
 - a. The Clean Standard framework includes:
 - b. Audits to assess the level of cleanliness at facilities;
 - c. Periodic measurement of cleaning effectiveness; and

- d. Implementation of corrective actions when the required level of cleanliness is not achieved.

2. Failure to meet applicable cleaning standards shall constitute non-compliance with the Contract.

B. Relationship to Area-Specific Tasks and Service Matrix

1. Cleaning standards established in this section define how services shall be performed.
2. Area-specific cleaning tasks are defined in the Area-Specific Cleaning Tasks section, and required service frequencies and service levels are defined in the *Janitorial Cleaning Matrix* and Location Attachments. These documents are incorporated herein by reference and are enforceable requirements of this Contract.

C. General Performance Requirements

1. All cleaning services shall be performed using:
 - a. County-approved cleaning chemicals and consumables;
 - b. Commercial-grade equipment suitable for institutional janitorial services; and
 - c. Methods consistent with manufacturer recommendations and industry best practices.
2. Completed work shall result in surfaces that are:
 - a. Clean, sanitary, and safe for occupant use;
 - b. Free of visible soil, stains, streaks, residue, debris, and objectionable odors; and
 - c. Uniform in appearance where applicable (e.g., finished floors).

D. Day Porter Standards

1. Day Porters shall perform continuous custodial services during assigned hours in accordance with the Janitorial Services and Locations schedule, including but not limited to:
 - a. Perform routine cleaning and monitoring of restrooms;
 - b. Remove trash and recycling throughout the shift;
 - c. Perform spot cleaning of floors, walls, and high-touch surfaces;
 - d. Respond immediately to spills, unsanitary conditions, and safety hazards; and

- e. Coordinate with the Facility Manager regarding site conditions and priority needs.

- 2. Day Porter services shall be provided in a manner that minimizes disruption to County operations and occupants.

E. Sensitive Areas and Equipment Protection

- 1. Special care shall be taken when cleaning in areas containing sensitive equipment, including but not limited to computers, cameras, laboratory instruments, medical devices, and other electronic equipment.
 - a. The Contractor shall:
 - i. Avoid power interruptions or use of shared circuits with sensitive equipment;
 - ii. Use only County-approved products in these areas;
 - iii. Coordinate access, escorts, and cleaning methods with the Facility Manager; and
 - iv. Strictly comply with all posted signage, written instructions, and access restrictions.

F. Inspection and Acceptance

- 1. Cleaning services shall be subject to inspection by the Contract Manager or designee.
- 2. Failure to meet cleaning standards, use of improper methods or chemicals, deviation from approved practices, or failure to comply with area-specific requirements may result in corrective action, service deductions, penalties, or other remedies available under the Contract.

2.27. FLOOR CARE REQUIREMENTS AND PERIODIC TASKS

A. Floor Care Standards

- 1. Equipment
 - a. All floor care equipment shall be commercial-grade and furnished by the Contractor, including scrubbers, buffers, polishers, vacuums, and related tools. Equipment shall:
 - i. Meet all OSHA and local safety standards;
 - ii. Be maintained to original manufacturer specifications; and
 - iii. Not be modified beyond manufacturer recommendations.
- 2. Routine Floor Cleaning

- a. Routine floor care shall be performed in accordance with the applicable service level and frequency identified in the Janitorial Cleaning Matrix, including:
 - i. Wet mopping of non-carpeted floors using approved solutions;
 - ii. Spray buffing of VCT and solid vinyl tile floors as required; and
 - iii. Movement and replacement of floor mats, receptacles, and lightweight furniture as necessary.
 - iv. Restrooms and medical or treatment areas shall be cleaned using approved germicidal detergent solutions.
- b. Weekly (for all applicable service levels, see **Attachment - Janitorial Cleaning Matrix**):
 - i. Wet mopping of non-carpeted floors (VCT, ceramic, rubber, solid vinyl tile, excluding any unfinished stone. Example: marble, granite):
 - ii. The Contractor shall use the provided solution and equipment as needed to remove soil from non-carpeted floors. After the floor has been wet cleaned, it shall have a uniform appearance, free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms or medical exam or treatment areas, the Contractor shall use the provided germicidal detergent solution.
 - iii. Floor mats, trash receptacles and chairs shall be moved in order to mop the entire floor and then replaced only when the floor is dry.
- c. Spray buffing of VCT and solid vinyl tile:
 - i. The Contractor shall spray buff all VCT and solid vinyl tile floors according to service level matrix. This shall be accomplished using a floor machine equipped with spray buffing pads and using a liquid or aerosol spray buff. The floor will be buffed until glossy and not tacky.
- d. Monthly (for all applicable service levels; see **Attachment - Janitorial Cleaning Matrix**):
 - i. Reconditioning of non-carpeted floors (VCT, rubber, solid vinyl tile, excluding any unfinished stone. Example: marble, granite):
 - ii. The Contractor shall remove soil, scratches and scuff marks and the top layer of floor finish. The Contractor shall apply a minimum of two (2) additional coats of non-skid floor finish within 1 inch of

baseboards and furniture sitting directly on the floor. After the finish has dried, the reflection shall be uniform and no streaks, fibers, swirls or scratches visible. All lightweight furniture (20 pounds or less) must be moved and replaced after the finish has dried.

e) Machine scrubbing rest rooms floors:

- i. The Contractor shall machine scrub all restroom floors on a schedule consistent with the Janitorial Cleaning Matrix. Machine scrubbing shall be accomplished using a floor machine equipped with floor machine pads, using a side to side motion. The Contractor shall use a germicidal detergent solution.

f) Semi Annual Floor Cleaning:

- i. Stripping and refinishing VCT, ceramic, rubber, solid vinyl tile (excluding any unfinished stone. Example: marble, granite):
- ii. The Contractor shall completely remove all non-permanent floor finish and sealer from resilient flooring and from baseboards, furniture, partition legs and bases. After the floor finish has been removed, the Contractor shall apply at least two (2) coats of floor seal and three (3) coats of non-skid floor finish to resilient flooring. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture, elevator doors and other vertical surfaces.

g. Annual Floor Cleaning:

- i. Stripping and refinishing VCT, ceramic, rubber, solid vinyl tile (excluding any unfinished stone. Example: marble, granite):
- ii. The Contractor shall completely remove all non-permanent floor finish and sealer from floor surface and from baseboards and furniture and partition legs and bases. After the floor finish has been removed and floor cleaned from all debris, the Contractor shall apply at least two (2) coats of floor seal, a minimum of three (3) coats of non-skid floor finish to floor surface and provide a method of hardening the final topcoat. Use of propane equipment is not permissible. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. Some floors may require a more frequent schedule for stripping and resealing. This will be determined by the Facility Representative and will be done at no extra cost to the County. Floors shall be maintained in a high gloss non-slip condition.

h. Annual Grout Cleaning:

- i. The contractor shall steam clean grouted floor surfaces, using a steam cleaning machine with hot steam, neutral detergent, water pressure and vacuum extraction. Contractor shall remove all splash marks from baseboards, doors, walls, furniture and other such surfaces.
 - ii. The Contractor shall completely remove all non-permanent floor finish and sealer from floor surface and from baseboards and furniture and partition legs and bases. After the floor finish has been removed, the Contractor shall apply at least two (2) coats of floor seal, a minimum of three (3) coats of non-skid floor finish to floor surface and provide a method of hardening the final topcoat. Use of propane equipment is not permissible. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards furniture and other such areas. In high traffic areas or if the Contractor does not wet mop, spray buff, or recondition the floors.
 - iii. Cleaning Requirements, Floor Care, the floors may require a more frequent schedule for stripping and resealing. This will be determined by the Facility Representative and will be done at no extra cost to the County.
 - iv. Floors shall be maintained in a high gloss non-slip condition.
- i. Periodic Floor Maintenance
 - i. The Facility Manager may require increased frequency of floor maintenance at no additional cost to the County based on traffic, wear, or operational needs.
 - ii. Periodic floor care activities shall be performed in accordance with the Janitorial Cleaning Matrix and include:
 - iii. Monthly reconditioning of non-carpeted floors;
 - iv. Semi-annual stripping and refinishing of resilient flooring; and
 - v. Annual stripping, sealing, and refinishing as required.
 - vi. Use of propane-powered equipment is prohibited.
 - vii. Floors shall be maintained in a high-gloss, non-slip condition unless otherwise directed by the Facility Manager.
- j. Carpet Spot Cleaning:
 - i. The contractor shall perform carpet spot cleaning as needed on a per incident requested basis, with immediate attention. Contractor shall perform basic spot removal to the best of their ability, with

approved spot cleaning chemicals. No extraction equipment should be used by Contractor. Spots or stains that cannot be removed with basic spot cleaning techniques will be reported to the Facility Representative for additional cleaning.

k. Drainage and Cleanup

- i. Appropriate strainers shall be used when draining equipment or buckets to prevent debris from entering drains. All drains and surrounding areas shall be cleaned after use.

l. Floor Stripping and Refinishing Chemicals

- i. Notwithstanding any other provision of this Contract regarding County-furnished supplies, all chemicals, stripping agents, sealers, finishes, and waxes required for floor stripping, refinishing, sealing, spray buffing, or reconditioning services shall be furnished by the Contractor.
- ii. The County will not provide:
 - a) Floor stripping chemicals;
 - b) Floor finish, wax, sealers, or hardening agents; or
 - c) Any specialty chemicals required to perform periodic, semi-annual, or annual floor care services.

m. All products used by the Contractor for floor stripping and refinishing shall:

- i. Be commercial-grade and suitable for institutional facilities;
- ii. Comply with manufacturer recommendations and industry standards; and
- iii. Be subject to County approval prior to use, particularly for specialty flooring.

n. Failure to provide required floor care chemicals and materials shall constitute non-performance under this Contract.

o. Specialty Flooring

- i. Harsh mineral acids, caustic chemicals, or abrasive materials shall not be used on terrazzo or other specialty flooring.
- ii. Terrazzo floors shall be cleaned using neutral detergents and appropriate equipment and shall be maintained to demonstrate a consistent high-gloss appearance.
- iii. All floor care products proposed for use on specialty flooring shall require County approval prior to use.

- iv. Work shall not be considered complete without an approved schedule.

2.28. AREA-SPECIFIC CLEANING TASKS

A. General Office Area

1. Vacuum carpeted floors
2. Empty office trash, replace all liners and return receptacles to original location
3. Empty recycling bins Wet mop and remove scuff marks from all non-carpeted floors
4. Clean and thoroughly polish drinking fountains Clean and disinfect all public counters Remove fingerprints from entrance glass
5. Clean and disinfect doorknobs and light switches
6. Spray buff all tile / terrazzo floor areas according to industry standards
7. Clean vertical and/or mini blinds Dust tops of desk areas in offices
8. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
9. Wipe down doors with non-abrasive cleaner
10. Wipe clean all vents and diffusers Dust horizontal & vertical surfaces
11. Spot clean carpets Vacuum with hand tool around copy machines and other equipment

B. Conference Rooms

1. Vacuum carpeted floors
2. Empty trash, replace all liners and return receptacles to original location
3. Damp mop and remove scuff marks from all non-carpeted floors
4. Clean and disinfect conference tables
5. Dust all ledges
6. Wipe clean all vents and diffusers
7. Clean glass cases
8. Dust horizontal & vertical surfaces
9. Spot clean carpets

C. Rest Rooms

1. Wet mop floors using a germicidal detergent solution
2. Empty receptacle trash, replace liner
3. Empty and clean sanitary napkin disposal units and wrap for separate disposal.
4. Replace liners
5. Clean and polish mirrors
6. Clean and disinfect toilets and urinals, inside and out and install urinal deodorizer blocks as designated
7. Polish bright work
8. Clean toilet seats on both sides
9. Remove any rust, discoloration, and calcium build-up on/around bathroom fixtures with a non-acidic product
10. No chemicals are to be left in toilets or urinals or on fixture surfaces
11. Waterless urinals require special spray cleaning and maintenance
12. Wipe towel cabinets
13. Check and refill all toilet paper, towel dispensers, hand soap dispensers, etc.
14. Replacement soap cartridges shall be of the type designated for the dispenser

D. Fitness Center/Shower/Locker Room Cleaning

1. Shower/locker rooms shall be cleaned according to the frequency in the service level matrix
2. Floors shall be dry and free of visible debris, soil, residue, and stains
3. Benches shall be dry and free of visible soil and residue
4. Sinks and surfaces shall be wiped clean with a disinfectant cleaning solution, dry and free of visible debris, soil, residue, and stains
5. Floor drains shall be free of obstructions and odors
6. Shower stalls shall be cleaned daily, or according to specific requirements in the location's matrix
7. Shower walls shall be cleaned with a disinfectant cleaning solution, dry and free of visible debris, soil, residue, and stains
8. Shower heads faucets, and handles shall be clean and spot free, and free of visible soil and stains

9. Shower stall and curtains shall be inspected for evidence of mold, mildew, and other bio contamination. Presence of mold or mildew shall be removed with appropriate approved disinfectant cleaning solution
10. Fitness center floors shall be swept and mopped
11. Mirrors shall be cleaned to a streak free finish
12. Fitness center equipment shall not be cleaned by the Contractor

E. Kitchen and Breakrooms

1. Empty kitchen trash and replace liners
2. Wet mop non-carpeted floors
3. Clean and disinfect sinks and counters
4. Vacuum carpeted floors
5. Wipe down outside of cabinetry
6. Clean all tables, chair seats & backs, counters, microwaves, sinks, and outside of refrigerators
7. Clean vertical and/or mini blinds
8. Wipe clean all vents, diffusers, and exhaust hoods
9. Clean and polish stainless steel, chrome and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
10. Dust horizontal & vertical surfaces
11. Machine scrub floors
12. Clean floor grout
13. Clean all tables, chair seats & backs, counters, microwaves, sinks, and refrigerators
14. Remove fingerprints on stainless and windows

F. Lobbies, Public Areas, Entrances and Vestibules

1. Vacuum carpeted floors
2. Wet mop all non-carpeted floors
3. Clean entrance glass doors and revolving glass doors. Clean framework, including transoms and sidelights- interior and exterior
4. Clean ledges and moldings, inside and exterior of entry way doors
5. Empty, replace liner, and clean outside of trash cans

6. Clean, disinfect and polish all public telephones
7. Clean all door brass and/or stainless brushed steel
8. Empty all exterior ashtrays, recycling and trash receptacles of cigarette butts and debris
9. Continuously dry mop non-carpeted lobby floor on rainy days, during normal business hours
10. Wipe clean and polish all glass and mirrored surfaces
11. Remove unsightly soil, grass, leaves, cans, litter, etc. from the building exterior, patios, and surrounding areas
12. Maintain areas around all dumpsters free of litter, trash, etc.
13. Police grounds, parking areas, sidewalks (adjacent to buildings out to the curbing of the sidewalks), exterior exit landings, and exterior stairs
14. Empty all trash cans in Parking Lots
15. Dust and wipe clean all flat surfaces, walls, windowsills, pillars and other flat areas
16. Machine scrub non-carpeted floors
17. Clean vertical and/or mini blinds
18. Wipe clean all vents and diffusers
19. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
20. Dust horizontal & vertical surfaces
21. Wash all public waste receptacles
22. Spot clean carpets
23. Clean floor grout
24. Sweep laundry room area concrete floor
25. Dust benches, remove standing water, replace bags around exterior pet relief station

G. Corridors

1. Vacuum carpeted floor
2. Damp mop and/or spray buff all non-carpeted floors
3. Empty, replace liner and wipe trash receptacles

4. Wipe clean all vents and diffusers
5. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
6. Dust horizontal & vertical surfaces
7. Spot clean carpets
8. Clean vertical and/or mini blinds
9. Wax and strip non-carpeted floors

H. Stairways

1. Sweep or vacuum steps and landings
2. Wipe banisters and ledges
3. Wet mop non-carpeted stairs and landings
4. Wipe and clean all railings and doors
5. Wipe clean all vents and diffusers
6. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
7. Dust horizontal & vertical surfaces
8. Spot clean carpets
9. Remove chewing gum, litter, mop up spills, knock down cobwebs

I. Elevators

1. Wipe elevator cab walls to keep high sheen and to remove fingerprints
2. Clean and disinfect control button panel
3. Vacuum carpeted floor, wet mop non-carpeted floors
4. Clean and vacuum all door tracks and polish all door interior and exterior surfaces
5. Wipe mirrored surfaces in the elevator cabs
6. Wipe clean all ledges, vents and diffusers
7. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures
8. Dust horizontal & vertical surfaces
9. Spot clean carpets

10. Clean tract at entryway

J. **Sensitive Equipment Areas, Laboratories, and Health Care Cleaning**

1. In all clinic and laboratory areas floors, knobs, and surrounding floor panels within the section of clinics shall be cleaned with the provided germicide solution daily.
2. All mop strings, pad debris and solution splashes are to be removed.
3. Walls will be kept clean of markings.
4. Where there is a pharmacy maintained by the clinic, arrangements must be made by Contractor to ensure access when the pharmacist is present. Problems with cleaning results are to be reported to Facility Representative.
5. The Contractor will ensure that special care is taken to maintain areas containing but not limited to: computers, cameras, projectors, and other electrical equipment as dust free as possible. This should entail vacuuming and/or dry mopping and wet mopping.
6. The County will identify this equipment for the Contractor. The Contractor will then instruct their cleaning personnel on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with their equipment and planned escorting into non-assessable areas with sensitive equipment.
7. Extreme caution will be taken to avoid power interruption to devices or the use of the same circuit for cleaning equipment and sensitive devices at any one given time. The Contractor shall contact the County for identification of these areas; the use of cleaning equipment near sensitive devices; the use of only those cleaning products guaranteed not to damage sensitive electronic equipment; the use of cleaning products on or around sensitive devices; the appropriate method of cleaning said equipment and its surrounding area.

K. **General Warehouse Area**

1. Empty trash, replace all liners and return receptacles to original location
2. Clean and thoroughly polish drinking fountains
3. Sweep, wet mop and remove scuff marks from all non-carpeted floors
4. Wipe clean all vents and diffusers

L. **Holding Cells**

1. Empty Trash, replace liners, and return receptacles to their original locations
2. Sweep and wet mop floors using a germicidal detergent solution.

3. Clean and disinfect sinks and countertops, and polish bright work
4. Clean and disinfect toilets inside and out
5. Wipe clean all glass surfaces
6. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark the area around push plates or other fixtures
7. Clean and disinfect doorknobs and light switches
8. Wipe clean all vents.
9. Clean exterior elevator doors to keep high sheen and remove fingerprints
10. Dust all ledges
11. Clean and polish all mirrors

M. Detention Control Area/1st Floor Corridor

1. Wet mop non-carpeted floors
2. Vacuum carpeted floor
3. Clean and disinfect toilets inside and out
4. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark the area around push plates or other fixtures
5. Spray buff all tile/terrazzo floor areas according to industry standards
6. Wipe elevator cab walls to keep high sheen and to remove fingerprints
7. Clean exterior elevator doors to keep a high sheen and to remove fingerprints
8. Sweep, wet mop elevator floors using a germicidal detergent solution
9. Empty trash, replace liners, and return receptacles to their original locations
10. Clean and disinfect sinks and countertops, polish bright work
11. Wipe clean all vents

N. Service I

1. Wet mop non-carpeted floors
2. Clean and disinfect doorknobs and light switches
3. Wax and strip non-carpeted floors per the Floor Care Section
4. Clean exterior elevator doors to keep a high sheen and remove fingerprints
5. Wipe clean all vents

2.29. WASTE & RECYCLING

A. General Requirements

- a. All collected trash and recyclable materials shall be transported by the Contractor to County-designated collection areas. Each location shall have one or more designated collection sites identified by the County.
- b. At the end of each workday, the Contractor shall remove from the premises the daily accumulation of trash, recyclables, and refuse generated by the Contractor's operations. Waste shall not be stored, staged, or accumulated in hallways, floors, closets, or non-designated areas.

B. Trash and Recycling Removal Procedures

- a. Use of County elevators for trash removal and/or movement of equipment shall be limited to one (1) elevator car unless otherwise authorized by the Facility Manager.
- b. The Contractor shall keep elevators, loading areas, and routes of travel clean and shall immediately remove any debris or trash that falls to the ground.
- c. All waste placed into dumpsters shall be bagged or placed in closed containers prior to disposal. The Contractor shall furnish all bags and containers required.
- d. Trash bags shall not be used as the sole means of collecting or transporting trash.
- e. Trash shall be transported using rolling carts or equivalent equipment to prevent damage to floors. Under no circumstances shall trash bags, containers, or equipment be dragged across floors.
- f. Containers and bags shall be heavy-duty and handled to prevent breakage, leakage, or spillage.
- g. Contractor shall be responsible for operating any trash or recycling compactors, where applicable.
- h. Contractor shall notify the Facility Manager of any damaged, missing, or overfilled trash or recycling containers, including interior and exterior receptacles, dumpsters, roll-offs, and ashtrays.
- i. The Contractor shall not be responsible for cleaning debris generated by County employees or other contractors performing repair, maintenance, installation, or construction work unless specifically authorized.
- j. If the Contractor fails to clean up waste generated by its operations, the County may perform the cleanup and deduct associated costs from the Contractor's invoice.

C. Trash Disposal

a. The Contractor shall:

- i. Remove all trash from buildings daily and dispose of it in County-provided dumpsters;
- ii. Remove all debris generated during each shift; and
- iii. Use wheeled containers or equivalent methods to move trash within buildings.

D. Recycling Program

a. The Contractor shall fully participate in the County's Recycling Program.

b. Recycling containers will be furnished by the County. The Contractor shall:

c. Keep recyclable materials separate from trash at all times;

d. Prevent contamination of recyclable materials; and

e. Comply with program changes at no additional cost to the County.

f. Cardboard Recycling

- i. Cardboard must be broken down prior to disposal.
- ii. Where "cardboard-only" dumpsters or compactors are provided, all broken-down cardboard shall be placed in those containers.
- iii. Where no separate cardboard container exists, broken-down cardboard shall be placed next to exterior paper recycling containers.
- iv. Small cardboard scraps may be placed in interior paper recycling bins; boxes shall not be placed in interior recycling bins.
- v. Cardboard shall not be disposed of as trash.

g. Paper Recycling

- i. Interior paper recycling bins shall not be emptied into trash containers.
- ii. Paper shall be consolidated into larger paper recycling containers located near building exits.
- iii. Bags of shredded paper shall be sealed and placed next to large paper recycling containers.
- iv. Cardboard must not be mixed with paper recycling.

h. Bottles and Cans Recycling

- i. Recycling bins for plastic bottles and aluminum cans shall not be dumped into trash containers.

- ii. Trash shall not be placed into bottle and can recycling bins.
- iii. Interior bottle and can recycling bins located in break rooms, lobbies, and public areas shall be emptied daily, unless empty.
- iv. Recyclables shall be placed into exterior containers designated for bottles and cans.
- v. Recyclable items must be removed from plastic bags or liners prior to disposal. Plastic bags of any kind are not acceptable for recycling.

E. Contamination and Enforcement

- a. The Contractor shall avoid cross-contamination of trash and recyclables at all times.
- b. Incidents of cross-contamination shall be reported to the assigned Crew Supervisor.
- c. Contaminated recycling loads shall be disposed of as general trash.
- d. The Contractor shall be notified of contamination incidents by the Contract Manager or designee and/or Facility Manager upon notification by the recycling or waste service provider.
- e. Repeated incidents of cross-contamination may result in deductions or other remedies under the Contract.

2.30. TURNING OFF LIGHTS:

Janitorial staff shall turn off all interior lights upon completion of cleaning activities, **except for lighting designated by the County to remain on.**

The Contractor shall ensure staff comply with any written instructions, posted signage, or direction provided by the Facility Manager regarding lighting requirements.

Failure to comply with lighting requirements may be considered **non-performance** under this Contract.

2.31. LOST AND FOUND:

The Contractor shall ensure that all articles found by its personnel are turned in to the County-designated lost and found location, as identified by the Facility Manager, no later than the end of each shift.

Under no circumstances shall Contractor personnel remove, retain, or delay the surrender of found items.

Failure to comply with this requirement may be considered non-performance under this Contract.

2.32. TRANSPORTATION:

The Contractor shall be solely responsible for providing all transportation necessary to perform the services required under this Contract.

- a. Transportation responsibilities include, but are not limited to:
- b. Transporting personnel to and from County facilities;
- c. Transporting equipment, tools, supplies, chemicals, floor care materials, and consumables; and
- d. Transporting waste, recyclables, and materials to County-designated collection areas.

All vehicles used in performance of this Contract shall be:

- a. Properly licensed, insured, and maintained in safe operating condition; and
- b. Operated in compliance with all applicable federal, state, and local laws and regulations.

The County shall not provide vehicles, fuel, parking, or transportation assistance of any kind unless expressly authorized in writing.

Failure to provide adequate transportation or delays caused by transportation issues shall not relieve the Contractor of performance obligations and may be considered non-performance under this Contract.

2.33. INTERRUPTED SERVICE:

In the event the County declares an emergency due to weather conditions, road conditions, or other operational circumstances, and a facility is closed, opens late, or closes early, the County may, at its discretion, grant excused absences for Contractor personnel.

When excused absences are granted, the County may also require the Contractor to make up lost service time as necessary to ensure that all required janitorial duties are completed.

The Contractor shall make every reasonable effort to provide janitorial services during such events, particularly when the interruption occurs on a Friday or on a day preceding a County-recognized holiday.

Service interruptions shall not relieve the Contractor of responsibility for meeting Contract performance standards unless expressly authorized by the County.

2.34. JANITORIAL SERVICES FOR DISASTER PREPARATION AND/OR RELIEF:

In the event of a declared emergency, COUNTY shall notify the Contractor to mobilize staff for special measures of janitorial services at facility as requested. Janitorial services for disaster preparation and/or relief to include up to 24-hour services. The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted, or as otherwise mandated by law.

2.35. SPECIAL EVENT CLEANING:

The County holds annual special events during which County facilities see higher usage and thus need supplementary and/or additional janitorial services above the usual daily tasks. The County will provide advance notification to the Contractor when special events are scheduled and require janitorial services for each event.

Hourly Rate:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

Hourly labor rates are specified as follows:

A. Hourly Labor Rate I:

1. Hourly rate for straight time, i.e., from 7:00 A.M. to 8:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

B. Hourly Labor Rate II:

1. Hourly rate for overtime repairs, i.e., before 7:00 A.M. or after 8:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

2.36. UNSPECIFIED:

Unspecified work is defined as materials or services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the County before performed.

Exhibit E
Pricing

Service Group	Annual Amount	3-Year Total
Northeast (NWI)	\$973,761.18	\$2,921,283.55
Mid County (MID)	\$444,332.13	\$1,332,996.38
Detention (DET) / Southeast Central (SEC)	\$241,436.57	\$724,309.72
Southwest Central (SEC)	\$111,674.84	\$335,024.52