

**RESOLUTION NO. 15-02-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION TO PROVIDE CUSTODIAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

**WHEREAS**, the Town has previously determined that there is a need for the provision of custodial cleaning services at various locations across the Town; and

**WHEREAS**, the Town solicited via a Request for Proposal (RFP) for responsible and responsive contractors to provide for such custodial services; and

**WHEREAS**, the Town received proposals on November 20, 2017 in response to its solicitation; and

**WHEREAS**, December 13, 2017, the Town formed an evaluation committee to review and rank the proposals based on price and experience considerations; and

**WHEREAS**, in January of 2018, the Town entered into a contract with United States Service Industries, Inc., the highest ranked firm; and

**WHEREAS**, in accordance with the RFP, if the contract with the highest ranked firm is terminated, the Town would pursue contracts with the next highest ranked firms which were still able to provide the services solicited; and

**WHEREAS**, Custom Cleaning and Management Services Corporation was the next highest ranked firm that was still able to provide the services solicited at the pricing originally submitted; and

**WHEREAS**, Town Manager has recommended to the Town Commission, that it is in the best interest of the Town to execute a custodial contract with Custom Cleaning and Management Services Corporation.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** Custom Cleaning and Management Services Corporation is hereby approved by the Town Commission of the Town of Lake Park to provide custodial services as needed by the Town. The Mayor is hereby authorized and directed to execute the agreement between the Town and Custom Cleaning and Management Services Corporation which is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas - Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	/	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	/	—
COMMISSIONER ERIN FLAHERTY	/	—
COMMISSIONER ANNE LYNCH	/	—
COMMISSIONER ROGER MICHAUD	/	—

The Town Commission thereupon declared the foregoing Resolution 15-02-19 duly passed and adopted this 6 day of February, 2019.

TOWN OF LAKE PARK, FLORIDA

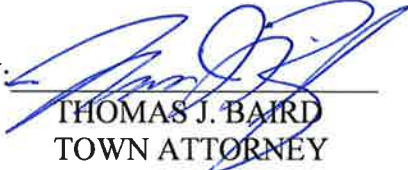
BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**AGREEMENT FOR THE PROVISION OF CUSTODIAL SERVICES BETWEEN  
THE TOWN OF LAKE PARK, FL  
AND  
CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION (THE  
CONTRACTOR)**

**THIS AGREEMENT TO PROVIDE CUSTODIAL SERVICES** is made this 6 day of February, 2019, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("TOWN") and Custom Cleaning and Management Services Corporation ("CONTRACTOR"), 21 N. Hepburn Avenue, Suite 24, Jupiter, Florida 33458..

**WITNESSETH THAT:**

**WHEREAS**, the TOWN is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the TOWN is may enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the TOWN has determined that there is a need for the provision of custodial services for the following town buildings: Town Hall, Palm Beach Sheriff's Office District 10, Public Works Department, Library, Lake Park Harbor Marina restrooms and shower facilities, Lake Shore Park restrooms, and Kelsey Park restrooms, and

**WHEREAS**, the TOWN staff has solicited via a Request for Proposal No. 108-2017 from vendors to provide custodial services; and

**WHEREAS**, the TOWN Clerk received a proposal from the CONTRACTOR on November 20, 2017 to provide for such services; and

**WHEREAS**, in its proposal the CONTRACTOR represented that it is qualified, able and willing to satisfactorily provide the services solicited in the TOWN's Request for Proposal; and

**WHEREAS**, the TOWN Commission determined that the CONTRACTOR's proposal was responsible and responsive and CONTRACTOR is qualified and able to provide the services solicited; and

**WHEREAS**, the TOWN Commission has voted to enter into an Agreement with the CONTRACTOR; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available to fund this Agreement;

NOW THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

**1. TERM**

This Agreement shall begin as of the date of execution and continue through for a three (3) year period, unless otherwise terminated as provided herein. The TOWN shall have the option of extending the Agreement for two (2) additional one (1) year periods at the same terms and conditions with approval from the TOWN Commission. Such extension shall be in the form of a written amendment to the Agreement executed by both parties. The continuance of this Agreement throughout the term and any extensions is contingent upon successful recertification of the CONTRACTOR'S capabilities. Recertification shall be subject to, among other things, a review of the CONTRACTOR's fiscal capacity, equipment availability, and a determination of whether it has been convicted of any environmental crime or crimes against public entity.

**2. RESPONSIBILITIES OF THE CONTRACTOR**

2.1 TOWN RFP# 108-2017 and the Contractor's response is hereby identified as 'Exhibit A' in its entirety and is incorporated herein by reference as if fully set forth herein. CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as set forth in its response to the RFP, and meeting all of the general specifications set forth herein below.

2.2 General Specifications.

The CONTRACTOR shall:

- A.) Provide all labor, supervision, equipment supplies, and materials required to ensure the proper performance of the work at all locations, unless otherwise specified, shall be furnished by the CONTRACTOR.
- B.) Perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This initial cleaning must be performed within thirty days of issuance of a purchase order, and satisfactory completion must be approved by the Public Works Director or his/her designee.
- C.) Requests for supplies must be made in writing or via email to the Public Works Department at least three days in advance by a person in a supervisory capacity. No supplies shall be given to workers "on demand."
- D.) The CONTRACTOR's service providers shall report hazardous conditions and items in need of repair, including burned-out lights, leaky faucets, toilet stoppages, or other similar items directly to the Public Works Department.

- E.) All CONTRACTOR employees responsible to open and close shall be capable of securing facilities, and shall ensure that the facilities are secure prior to leaving the job site.
- F.) CONTRACTOR shall submit a daily-weekly-monthly cleaning checklist form for approval to the Public Works Department prior to commencing work. Upon approval, this form shall be posted in a conspicuous location in each building and the CONTRACTOR's employees shall log their activities at the end of each cleaning event.
- G.) The CONTRACTOR shall comply with the TOWN's procedures and requirements regarding sanitary techniques and safety. In addition, the CONTRACTOR shall comply with OSHA Act #1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereafter enacted during the term of the Agreement, which are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- H.) The CONTRACTOR and its agents shall be responsible for ensuring that employees do not disturb papers on desks, open drawers, desks, cabinets, or use the telephones, which are provided strictly for the use of the employees of the TOWN.

### 2.3 Materials, Equipment and Supplies

The CONTRACTOR shall maintain a current list of all materials, equipment, and supplies stored at any TOWN facilities, including chemical material safety data sheets. It shall be the responsibility of the CONTRACTOR to provide "Green Seal Certified" cleaning supplies (excluding disinfectants) to perform the required janitorial services. Highly corrosive chemicals, those that cause excessive tearing, those with offensive odors or cause other irritations to building occupants, will not be approved for use. A limited storage area shall be provided for the CONTRACTOR to store necessary materials, equipment, and supplies. The CONTRACTOR shall furnish and maintain all the necessary equipment and shall submit a complete list of the equipment to be used to the Public Works Director on a bimonthly basis.

## 2.4 CONTRACTOR'S Personnel

A.) CONTRACTOR shall provide supervisory personnel who can adequately communicate on-site, by telephone, and by e-mail with TOWN staff relative to any service problems, or service requirements. CONTRACTOR shall respond to services within two (2) to four (4) hours of notification, in person or by telephone.

B.) The CONTRACTOR shall furnish to the TOWN a list of all personnel assigned to this Agreement. The CONTRACTOR shall keep this list up to date during the term.

C.) The CONTRACTOR shall provide the TOWN with a listing, and keep current, to include the names and emergency telephone numbers of supervisory personnel who are assigned to this Agreement.

D.) CONTRACTOR'S personnel shall present a professional appearance: neat, clean, well groomed, and courteous and conduct themselves in a respectable manner, in the performance of duties, and while on TOWN property.

E.) The TOWN shall have the right to require the CONTRACTOR to remove from assignment to its facilities such personnel as the TOWN in its sole discretion determines to be incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the TOWN.

F.) CONTRACTOR shall comply with all applicable labor/employment laws and regulations. The CONTRACTOR shall pay its' employees at least the federal minimum wage rate. The TOWN reserves the right to inspect the payroll records of the CONTRACTOR as may be deemed necessary to determine CONTRACTOR'S compliance with the Federal Wage and Hour Law.

## 3. COMPENSATION AND PENALTIES

3.1 The TOWN shall pay the CONTRACTOR in accordance with the attached Fee Schedule, (Exhibit B) which is incorporated herein.

3.2 CONTRACTOR shall submit monthly invoices for services rendered. Invoices shall reference the correct TOWN purchase order number. Each individual invoice shall be due and payable 30 days after receipt of correct, fully documented invoice. All invoices shall be delivered to:

Finance Department  
535 Park Avenue  
Lake Park, FL 33403

- 3.3 If any additional services are required above the scope of work, CONTRACTOR shall provide written cost estimate to the TOWN for such services and obtain written authorization to proceed from TOWN before commencing additional work.
- 3.4 If significant items of the scope of work are not completed in full, portions of the monthly contract amount may be withheld for unsatisfactory performance. The amount withheld will be based on photo documented inspections to determine the percentage of the scope not complete:
- a. 0%-50% Scope of Work completion = 50% of monthly contract deduction.
  - b. 50%-89% Scope of Work completion = 25% of monthly contract deduction.

Amount will be withheld from invoice for the month of substandard service. The CONTRACTOR shall have two (2) days to correct any deficiencies which shall be communicated in writing to the CONTRACTOR, before any penalties accrue. Repeated substandard inspection scores may result in termination of the contract.

#### **4. PUBLIC RECORDS**

With respect to public records, the CONTRACTOR shall:

- 4.1 Keep and maintain public records required by the TOWN to perform the service.
- 4.2 Upon the request of the TOWN, provide any such public records.
- 4.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 4.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the term of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Agreement, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be



provided to the TOWN, upon request, in a format that is compatible with the information technology systems of the Town.

- 4.5 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the CONTRACTOR shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

## **5. STANDARD OF CARE**

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of custodial services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest standards in the field.

## **6. INDEMNIFICATION and INSURANCE**

The CONTRACTOR shall maintain the following insurance coverages in the amounts specified below during the term of the Agreement and any extensions thereof:

- 6.1 - Workers' compensation insurance for all employees of the CONTRACTOR for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent Contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.
- Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.
- The TOWN shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal documents demonstrating the required coverages shall be submitted with the CONTRACTOR'S Proposal documents. There shall be a 30 day notification

to the TOWN in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

- All certificates of insurance shall be subject to the TOWN's verification. The TOWN may require the CONTRACTOR to provide a complete certified copy of the insurance policy(ies).

- The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

- All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

- 6.2 Violation of the terms of such insurance requirements shall constitute a material breach of the Agreement and the TOWN, at its sole discretion, may cancel the contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## **7. LICENSES**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to perform the services and conduct its business, and that it will at all times conduct its business activities in a reputable manner.

## **8. COMPLIANCE WITH LAWS**

In performance of the Agreement, CONTRACTOR shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

## **9. SUB-CONTRACTING**

- 9.1 The TOWN reserves the right to accept the use of a sub-CONTRACTOR or to reject the selection of a particular sub-CONTRACTOR and to inspect all facilities of any sub-CONTRACTOR to perform properly under this Agreement. Rejection of any sub-CONTRACTOR shall be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

- 9.2 If a sub-CONTRACTOR fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-CONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-CONTRACTOR by the TOWN.

## **10. FEDERAL AND STATE TAXES**

The TOWN is exempt from Federal Tax and State Sales and Use Taxes. However, the CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall the CONTRACTOR be authorized to use the TOWN'S Tax Exemption Number in securing such materials.

## **11. TOWN'S RESPONSIBILITIES**

TOWN shall provide CONTRACTOR with access to all town sites and providing paper products for dispensers, soap refills for dispensers, and trash can liners.

## **12. SEVERABILITY, DEFAULT, TERMINATION, DEBARMENT**

- 12.1 If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, such term shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.
- 12.2 The TOWN may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any of the terms of this Agreement, or fails to make progress to cure any default of the terms. The CONTRACTOR shall have 10 days after receipt of notice from the TOWN to cure the default. In the event the TOWN terminates this Agreement in whole or in part because of default of the CONTRACTOR, the TOWN may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 12.3 The TOWN may, whenever the interests of the TOWN so require, terminate the Agreement, in whole or in part, without cause, or for the convenience of the TOWN. The TOWN shall give five days prior written notice to the CONTRACTOR of its decision to terminate the Agreement for convenience.

If the TOWN elects to terminate for convenience (without cause), or with cause, the TOWN may seek the services of the next highest ranked Proposer, or that Proposer which in the sole determination of the TOWN, offers the TOWN the most advantageous opportunity to complete the services which were described in the RFP.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice

of Termination, subject only to the TOWN's determination, in its sole discretion of whether the default has been cured. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the TOWN through the date of termination.

- 12.4 This contract may be terminated for cause as determined by the TOWN based upon the following:
- a. CONTRACTOR defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the TOWN;
  - b. CONTRACTOR commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the TOWN;
  - c. CONTRACTOR is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - d. CONTRACTOR is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a TOWN government CONTRACTOR. If charges are dismissed or the CONTRACTOR found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the CONTRACTOR to TOWN;
  - e. CONTRACTOR becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
  - f. CONTRACTOR violates the ethical standards set forth in local, state, or federal law;
  - g. CONTRACTOR fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
  - h. Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a TOWN government CONTRACTOR, including but not limited to suspension by another governmental entity for substantial cause.
- 12.8 CONTRACTOR may be permanently debarred from responding to competitive solicitations for services to the TOWN for the following:

a. Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the TOWN twice in any three-year period.

b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor offeror's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the TOWN.

c. Placement of the CONTRACTOR or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of execution of the Agreement

**13. INSPECTIONS AND TESTS**

The TOWN may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in this Agreement.

**14. GUARANTEE and WARRANTIES**

The CONTRACTOR guarantees that it will use only technically qualified individuals in the performance of this Agreement, and will perform the services in a workmanlike manner. Further, CONTRACTOR certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. CONTRACTOR certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

**15. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute Section 287.087, CONTRACTOR shall execute the attached 'Drug Free Workplace Certification' form and submit same together with the executed Agreement prior to the commencement of work.

**16. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
(‘PUBLIC ENTITY CRIMES’)**

CONTRACTOR shall execute the attached ‘Public Entity Crimes’ form and submit same together with the executed Agreement prior to commencement of work.

**17. ANTI-KICKBACK AFFIDAVIT**

The CONTRACTOR shall execute the attached anti-kickback affidavit and submit same together with the executed Agreement prior to commencement of work.

**18.. ‘CERTIFICATION OF NONSEGREGATED FACILITIES’  
(Office of Federal Contract Compliance Programs (OFCCP), Executive Order  
11246, As Amended; Equal Employment Opportunity)**

The CONTRACTOR shall execute the attached ‘Certification of Non-Segregated Facilities’ form and submit same together with the executed Agreement prior to commencement of any work.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The CONTRACTOR shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.”

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with authorized procedures.

**19. GOVERNING LAW/VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

**20. ATTORNEY FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

**21. MODIFICATION**

The Agreement may not be modified unless such modifications are evidenced in writing signed by both TOWN and CONTRACTOR.

**22. PRICE FLUCTUATION CLAUSE**

The TOWN acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the TOWN.

**23. ENTIRE AGREEMENT**

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings oral or written, relating to said subject matter.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

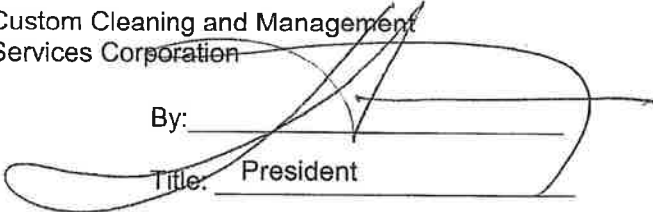
By:  Vivian Mendez, Town Clerk  
By:  Michael O'Rourke, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  Thomas J. Baird, Town Attorney

Custom Cleaning and Management Services Corporation

By:   
Title: President

Aida Veronica Vidal  
Printed Name

**PROPOSAL FORM**

CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

**RFP No. 108-2017**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (2 Originals and 2 copies).**

In accordance with the plans and specifications noted in this RFP document, the **TOTAL PROPOSED PRICE (Years One-Three)** for this project is:

ONE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED AND SEVEN DOLLARS AND TWENTY FOUR CENTS (\$ 124,707.24 )

Required documents attached? - (2 Originals and 2 copies):	(Yes or No)
- Proposal Form (signed)	<u>yes</u>
- Price Proposal	<u>yes</u>
- Acknowledge Addenda No.(s)___ (if issued)	<u>yes</u>
- Clarifications/Exceptions	<u>yes</u>
- Proposal Security (LOC or Cashier's Check, 5% of BASE proposal price for year one)	<u>yes</u>
- Proof of Janitorial Services Bonding Capability	<u>yes</u>
- Statement of Capacity to Perform	<u>yes</u>
- Resumes of Principals, Management, and Supervisory Personnel	<u>yes</u>
- Proof of Existing Insurance Coverage	<u>yes</u>
- List of References	<u>yes</u>
- Licenses (copies of applicable licenses)	<u>yes</u>
- List of Subcontractors and Prime Vendors	<u>yes</u>
- Drug Free Workplace Certification	<u>yes</u>
- Sworn Statement on Public Entity Crimes	<u>yes</u>
- Anti-kickback Affidavit	<u>yes</u>
- Certification of Non-segregated Facilities	<u>yes</u>

NAME OF FIRM: Custom Cleaning and Management Services Corp.

ADDRESS: 21 N. Hepburn Avenue, Suite 24  
Jupiter, FL33458

PHONE #: 561-746-2700 FAX #: 561-746-2037

E-MAIL: ccservices\_corp@msn.com

AUTHORIZED SIGNATURE: 

NAME & TITLE (TYPED or PRINTED): Aida Veronica Vidal / CEO



**PRICE PROPOSAL FORM**

**TITLE:** CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISCTRICT 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

**PROPOSAL DUE DATE:** November 20, 2017, 10:30 a.m.

**CONTACT PERSON WITH TOWN:** Vivian Mendez, TOWN Clerk  
 Tel. 561.881.3311  
 Email: vmendez@lakeparkflorida.gov

**Please propose prices for the following consistent with the information contained within the "Scope of Work" Section, Part II:**

<b>ITEM No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>TOTAL PRICE</b>
1.	Indemnification	Job	1	\$100.00
2.	Mobilization and Registration With TOWN, including Criminal Records Check for two (2) employees and one (1) supervisor	L.S.	1	<u>\$ 92.00</u>
3.	Provide labor, supervision, Equipment, and supplies Required to professionally Clean the listed TOWN facilities <b>For EACH of three (3), twelve (12) Month periods:</b>			
	A.) TOWN Hall	L.S.	1	<u>\$ 9,900.00</u>
	a.) Initial, one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 825.00</u>
	B.) PBSO District 10 Substation	L.S.	1	<u>\$7,140.00</u>
	b.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 595.00</u>
	C.) Public Works Department	L.S.	1	<u>\$ 6,240.00</u>
	c.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 520.00</u>
	D.) Library	L.S.	1	<u>\$ 7,980.00</u>
	d.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u>\$ 665.00</u>

E.) Lake Park Harbor Marina	L.S.	1	\$ 3,420.00
e.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	\$ 285.00
F.) Lake Shore Park Restrooms	L.S.	1	\$ 2,520.00
f.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	\$ 210.00
G.) Kelsey Park Restrooms	L.S.	1	\$ 2,520.00
g.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	\$ 210.00

BASE PRICE of ITEMS 1-3-----\$ 43,122.00 (first year)

-----\$ 124,707.24 (Total of three year contract\*)

**\*NOTE: For years two and three of the contract, the one-time line items 3a, 3b, 3c, 3d, 3e, 3f, and 3g shall be deleted from the "total of three year contract" amount as they will not be valid for years two and three of the contract. The total of the three year contract should include year one (with one-time items), and years two and three (with one-time items deleted). Proposal bond should be equal to 5% of first year price, which includes the one-time cleaning items.**

Written Amount \$ ONE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED SEVEN DOLLARS, TWENTY FOUR CENTS

4. UNIT PRICES (on an "As Needed" basis):

Power Scrub Ceramic Tile	\$ 0.30	per square foot
Strip and Wax Paver Tile	\$ 0.49	per square foot
Strip and Seal Wood Flooring	\$ 0.60	per square foot
Strip and Wax Vinyl Tile	\$ 0.45	per square foot
Carpet Cleaning	\$ 0.20	per square foot
Window Cleaning (Interior)	\$ 11.00	(1) large window
	\$ 7.50	(1) medium window
	\$ 5.00	(1) small window
Window Cleaning (Exterior)	\$ 15.00	(1) large window
	\$ 10.00	(1) medium window

\$ 8.00 (1) small window

Hourly Labor Rate – Heavy Cleaning \$ 31.00 per hour

Hourly Labor Rate – Porter Service \$ 25.00 per hour

Number of days to start work after receipt of Notice to Proceed: 2

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Submitted By: Aida Veronica Vidal

Name of Firm: Custom Cleaning and Management Services Corp.

Tel. No. 561-746-2700 Fax No. 561-746-2037

Email Address: ccservices\_corp@msn.com

**AWARD OF CONTRACT WILL BE BASED ON CRITERIA SET FORTH WITHIN PART IV OF THIS RFP.**

**NOTE: Proposal Bond amount is to be based on 5% of BASE PRICE of Year One pricing, which INCLUDES the one-time initial cleaning costs.**