

AGREEMENT FOR CUSTODIAL SERVICES
(City Owned Buildings - GROUP A)

THIS AGREEMENT is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Kleen-Tech Services, LLC** a corporation authorized to do business in the State of Florida (“CONTRACTOR”), with its office located at 1301 W. Copans Rd., Pompano Beach, FL, 33064.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid # 22-100 for the Custodial Services for City Owned Buildings (Group A); and

WHEREAS, CONTRACTOR submitted a bid to provide the services as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s bid for Group A in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the IFB for Group A to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence on January 1, 2022 for a period of three (3) years unless earlier terminated as provided for in this Agreement. After the initial term, this Agreement may be renewed for two additional, one-year renewal terms with said renewals to be at the discretion at the City. The City Manager is authorized to execute an amendment to this Agreement regarding said renewal term(s) on behalf of the City under the same terms and conditions.

2. SCOPE OF WORK / SERVICES

2.1 CONTRACTOR shall provide custodial services for Group A, as more fully described in the Invitation for Bid # 22-100 for the Custodial Services for City Owned Buildings (Group A) (“IFB) and as set forth in **Exhibit “A”**, which is attached hereto and incorporated herein.

2.2 The CONTRACTOR represents to the CITY that all services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials provided shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The services shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The CITY may perform quarterly evaluations for each location and provide the written evaluation to the CONTRACTOR using the evaluation form provided with **Exhibit "C"**. The CONTRACTOR will be required to correct all performance issues identified during the term (including renewals) of this Agreement. The CITY reserves the right to terminate this Agreement at any time if the CONTRACTOR's performance drops below 90% for any location and if the CONTRACTOR fails to timely correct identified issues.

2.6 The services shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall furnish all labor, tools, equipment, materials, licensing, transportation, and all other components necessary to provide the required custodial services that will meet the requirements of the IFB and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services provided and accepted by the City, as set forth in CONTRACTOR'S price proposal attached as **Exhibit "B"**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the services performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services unless this Agreement is otherwise terminated.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the Not to Exceed total cost to complete the services in accordance with the IFB and this Agreement is **\$167,892 annually (inclusive of the annual \$10,000 Contingency)**, and no additional costs per year shall be authorized without a duly executed amendment to this Agreement. The \$10,000 contingency is for additional services that the CITY may request from the CONTRACTOR during an annual term of this Agreement. The \$10,000 allowance is not guaranteed as payable in whole or in part to the CONTRACTOR unless the CITY provides the CONTRACTOR with written authorization for additional services and the authorized additional services are provided by the CONTRACTOR. The CITY City Manager or Designee is authorized to issue the written authorization for additional services. The CONTRACTOR may then invoice the CITY for the amount of the authorized additional services provided to be paid from the \$10,000 allowance referenced in this Agreement.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized monthly invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such services; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or services related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that the services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) on a primary, non-contributing basis to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any services and operations under this Agreement, whether such services and operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit a primary, non-contributing basis for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilized.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein (including the Exhibits); the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement (including the Exhibits) and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the services as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Rick LeForce- Chief Financial Officer
Kleen-Tech Services, LLC
7100 Broadway, Suite 6L
Denver, Co 80221

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts,

terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY AND PREPARATION

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PALM BEACH COUNTY INSPECTOR GENERAL

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following

completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the CONTRACTOR (if applicable). The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY; nor, shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

36. SCRUTINIZED COMPANIES

36.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

36.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

36.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

36.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

36.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

37. SURVIVABILITY

37.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

38. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement)

stating that the Contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;

D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Custodial Services (City Owned Buildings - Group A) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: KLEEN-TECH SERVICES, LLC

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2021, by _____, as the _____ of Kleen-Tech Services, LLC, who is authorized to do business in the State of Florida, produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

EXHIBIT A
SCOPE OF WORK
Group A

A) Locations and Services to be provided:

Location #1:

City Hall

7 North Dixie Highway

Tile: 1,140 S/F, Vinyl: 10,852 S/F, Carpet: 1,000 S/F Number of bathrooms – 4 (all have hand-dryers)

*Paper towels will need to be provided in the Break Room (2nd floor) AND ALL BATHROOMS (1ST AND 2ND FLOORS), toilet paper and soap required in all bathrooms

Number of Offices: 30 +/-

Number of Staff members: 22+/-

Trash and recycling removal: 5X per week

Interior windows: 1x per MONTH

*Bathrooms to be cleaned/stocked 5x per week

*ALL TILE FLOORING TO BE SWEEPED AND MOPPED 5X PER WEEK

*ALL WORK TO BE PERFORMED AFTER 9PM

*ALL OFFICES TO BE DUSTED ONCE PER MONTH (DESKS, SHELVES, FLAT SURFACES)

Location #2

City Hall Annex

414 Lake Avenue

Tile: 2,684 S/F, Carpet: 10,582 S/F, Number of bathrooms – 3 (all have hand-dryers)

*Paper towels will need to be provided only in the Break Room, toilet paper and soap required in all bathrooms

Number of Offices: 12 +/-

Number of Staff members: 12+/-

Trash and recycling removal: 3x per week

Interior windows: 1x per quarter

*Bathrooms to be cleaned/stocked 3x per week

*LOCATION HAS A 2ND FLOOR WITH MUSEUM AND OFFICES

Location #3

Public Safety Complex*

120 North G Street

Tile: 31,500 S/F, Number of bathrooms – 11

*Paper towels, toilet paper and soap required in all bathrooms

*** Staff must be able to pass PBSO background check prior to entering building**

Number of Offices: 10+/-

Number of Staff members: 20+/-

Trash and recycling removal: 5x per week

Interior windows: 1x per Month
*Bathrooms to be cleaned/stocked 5x per week

Location #4

City of Lake Worth Osborne Center
1699 Wingfield Street
Tile: 5,773 S/F, Carpet: 720 S/F, Number of bathrooms – 4 (have hand-dryers)
*Toilet paper and soap required
*Bathrooms require 5 days/week, Flooring requires 3 days/week
Number of Offices: 10 +/-
Number of Staff members: 6+/-
Trash and recycling removal: 5x per week
Interior windows: 1x per MONTH

Location #5

CLW Public Services Sanitation & Street Divisions
1880 2nd Avenue North
Tile: 4,600 S/F, Carpet: -0-, Number of bathrooms – 2 (all have hand-dryers)
*Toilet paper and soap required
Number of Offices: 4+/-
Number of Staff members: 30+/-
Trash and recycling removal: 3x per week
Interior windows: 1x per quarter

Location #6

City of Lake Worth Utilities Complex
1900 2nd Avenue North
Tile: 4,452 S/F, Carpet: 12,000 S/F, Number of bathrooms – 6 (all have hand-dryers)
*Paper towels, Toilet paper and soap required (DAILY REFILLS + STOCK)
*Paper towels will need to be provided in the Break Room
Number of Offices/CUBICLES: 60+/-
Number of Staff members: 60+/-
Trash and recycling removal: 5x per week
Interior windows: 1x per WEEK
*Bathrooms to be cleaned/stocked 5x per week, TWICE PER DAY (AM + PM)
*ALL OFFICES/CUBICLES TO BE DUSTED ONCE PER MONTH (DESKS, SHELVES, FLAT SURFACE)
*APPROX. 60 VISITORS PER DAY TO LOCATION

Location #7

City of Lake Worth Golf Course Pro Shop, Clubhouse and Comfort Stations (2ea)
1 7th Avenue North
Tile: 4,000 S/F, Carpet: 1,000 S/F, Number of bathrooms – 7
*Bathrooms requires 7 days/week, Flooring requires 7 days/week

*Paper towels, toilet paper and soap required

Number of Offices: 2+/-

Number of Staff members: 3+/-

Trash and recycling removal: 7x per week

Interior windows: 1x per week

*LOCKER ROOMS (2EA) TO BE CLEANED 7 DAYS PER WEEK (FLOORS, BENCHES)

Location #8

City of Lake Worth Public Library

15 North M. Street

Tile: 8,164 S/F, Number of bathrooms – 5 (all have hand-dryers)

*Toilet paper and soap required

Flooring requires 3 days/week, Restrooms 4 days/week

Number of Offices: 2+/-

Number of Staff members: 3+/-

Trash and recycling removal: 4x per week

Interior windows: 1x per quarter

*SERVICE ON TUESDAY, WED, THURS, FRI

Location #19

City of Lake Worth Beach Casino Building

10 South Ocean Blvd.

Number of bathrooms – 10 (all have hand-dryers)

*Toilet paper and soap refill (City to furnish supplies)

*Bathrooms require 7 days/week, twice per day at 7am and 5pm

Trash removal: 7x per week, 2x per day

Wipe down: Counters, sinks, toilets – 2x per day

Broom / Mop: All floors in bathrooms – 2x per day

Scheduled maintenance (requirements and application rates):

Tile Floors:

a) Sweep / mop twice each week unless otherwise noted

Carpet:

a) Vacuum twice each week unless otherwise noted

Bathrooms:

a) Cleaned and sanitized in their entirety as noted. This would include but not be limited to sweeping, mopping, and cleaning and sanitizing of sinks, toilets, urinals, floors, walls, countertops, mirrors, etc.

b) Supply all paper products and soaps

Interior Windows:

Cleaned as NOTED PER LOCATION.

Trash and recycling:

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

A: Common areas

B: Office areas

C: Recycling shall be kept separated (paper vs. plastic items) and disposed of in the yellow and blue recycling containers at each facility

Golf Course:

The following additional services at the golf course above and beyond what is required and provided above:

a) Drink Fountains and Ice Dispensers

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

b) Drains and Floors

Brush and cloths should be used to clean floor drains to remove corrosion and tarnish. Solutions of germicidal detergent should be poured down floor drain on a weekly basis to fill the drain trap and prevent the escape of sewer gas.

c) Non-Carpet Floors

Daily cleaning of floors and baseboards. Putty knives should be used to remove gum, tar or other sticky substances from the floor. Bidder shall clean exterior entrance mats by sweeping, vacuuming, or hosing with water.

d) Carpet Floors

Daily vacuum of pro-shop floors and clubhouse hallway carpet runners. Approximately 1,000 sf.

e) Surfaces

Surfaces should be cleaned daily with detergent and damp wipes should be used to disinfect all surfaces, dusting or vacuuming to remove dust, dirt, etc. from surfaces including but not limited to furniture, lockers, fixtures, walls, partitions, counters, cabinets

shelves doors, ledges, window sills, fire extinguishers, baseboards, and other fixtures that are located within 10 feet of floor surfaces. Bidder shall clean the interior and exterior of entry way surfaces up to 10 feet from floor surface.

f) Trash

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

g) Stainless and Chrome

Shall be polished with appropriate polish on a weekly basis.

h) Deodorizer

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

i) Glass

Include exterior cleaning as well as interior.

C) General Requirements of Contractor

1) Quality Assurance

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

2) Contractor's Employees

- a. All employees of the Contractor must be bondable under the company name and proof of bonding shall be submitted with executed contract.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

3) Conduct

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

SCHEDULE OF SERVICES
GROUP A

CITY OF LAKE WORTH BEACH - JANITORIAL SERVICES SCHEDULE

| LOCATION # | NAME | ADDRESS | SERVICE DAY | | | TIME OF DAY |
|------------|------------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------|
| | | | BATHROOMS | TRASH / RECYCLING | FLOORS | |
| 1 | CITY HALL | 7 NORTH DIXIE HWY | M, T, W, TH, F | M, T, W, TH, F | M, T, W, TH, F | NIGHT |
| 2 | CITY HALL ANNEX | 414 LAKE AVENUE | M, W, F | M, W, F | M, W, F | NIGHT |
| 3 | PUBLIC SAFETY COMPLEX | 120 NORTH G STREET | M, T, W, TH, F | M, W, F | T, TH | DAY |
| 4 | OSBORNE CENTER | 1699 Wingfield Street | M, W, TH, F | M, W, TH, F | M, W, Th, F | DAY or NIGHT |
| 5 | SOLID WASTE/ STREETS | 1880 2 ND AVE NORTH | M, T, TH, F | M, T, TH, F | M, TH, F | DAY OR NIGHT |
| 6 | UTILITIES COMPLEX | 1900 2 ND AVE NORTH | M, T, W, TH, F (X2) | M, T, W, TH, F (X2) | M, W, F | DAY + NIGHT |
| 7 | GOLF COURSE FACILITIES | 17 TH AVE NORTH | SUN, M, T, W, TH, F, SAT (X2) | SUN, M, T, W, TH, F, SAT (X2) | M, T, W, TH, F, SAT | DAY + NIGHT |
| 8 | PUBLIC LIBRARY | 15 NORTH M STREET | T, W, TH, F | T, W, TH, F | T, W, F | NIGHT |
| 19 | BEACH CASINO BUILDING | 10 SOUTH OCEAN BLVD. | SUN, M, T, W, TH, F, SAT (X2) | SUN, M, T, W, TH, F, SAT (X2) | SUN, M, T, W, TH, F, SAT (X2) | 7:00 AM & 5:00 PM |

EXHIBIT B

FEES

SCHEDULE OF UNIT PRICES
GROUP A

| ITEM | UNIT | RATE |
|--------------|-------------|----------------|
| LOCATION #1 | Per Month | \$1,550 |
| LOCATION #2 | Per Month | \$1,594 |
| LOCATION #3 | Per Month | \$3,832 |
| LOCATION #4 | Per Month | \$774 |
| LOCATION #5 | Per Month | \$474 |
| LOCATION #6 | Per Month | \$2,038 |
| LOCATION #7 | Per Month | \$1,002 |
| LOCATION #8 | Per Month | \$845 |
| LOCATION #19 | Per Month | \$1,882 |
| Contingency | Per Year | Up to \$10,000 |

EXHIBIT C

Contractor Evaluation Form

| Part I - GENERAL CONTRACT DATA | | | | | |
|---|---------------------------|--------------------------------------|-------------------------------------|--------------------------------------|------------|
| Contract No. | | Contract Date: | | Today's Date: | |
| Vendor/Contractor Details: | | | Department: | | |
| Description of Work/Services: | | | | | |
| Financial Data: | Original Contract Amount: | Amount of modifications/changes +/-: | Liquidated damages assessed if any: | Total amount paid to the contractor: | |
| Significant Dates: | Date of award: | Original contract completion date: | Revised contract completion date: | Date Work accepted by the City: | |
| Part II - Performance Evaluation of Contract | | | | | |
| Performance Elements: | A (90%-100%) | B (80%-89%) | C(70%-79%) | D (60%-69%) | F (0%-59%) |
| Quality of Work | | | | | |
| Timely Performance | | | | | |
| Effectiveness of Management | | | | | |
| Compliance with Labor Standards | | | | | |
| Compliance with Safety Standards | | | | | |
| Overall Evaluation | | | | | |
| Detailed Explanation (Every score below 90% requires detailed explanation and documentation providing evidence, attach additional sheets if necessary): | | | | | |
| Signature: | | | | | |
| Department/Contract Liasion | | | Purchasing Department | | |