



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

PURCHASE AGREEMENT FOR  
SOLICITATION NO. 2018-024  
AGREEMENT FOR JANITORIAL SERVICES: DELRAY BEACH  
MUNICIPAL GOLF CLUB

UNITED STATES SERVICE INDUSTRIES, INC.

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and – United States Service Industries, a corporation (hereafter referred to as "Contractor"), whose address is 4340 East-West Hwy Suite 204 Bethesda, Maryland 20814

WHEREAS, the City desires to retain the services of Contractor to provide services in accordance with the City's Request for Proposals No. 2018-024 and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2018-024 and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of the referenced Invitation to Bid.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- |     |                 |   |
|-----|-----------------|---|
| i.  | As to the City: | City of Delray Beach<br>100 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Manager<br>Email: <a href="mailto:lauizer@mydelraybeach.com">lauizer@mydelraybeach.com</a> |
| ii. | with a copy to: | City of Delray Beach<br>200 NW 1 <sup>st</sup> Street<br>Delray Beach, Florida 33444<br>Attn: City Attorney   |

Email: [LohmanM@mydelraybeach.com](mailto:LohmanM@mydelraybeach.com)

iii. As to the Contractor: United States Service Industries, Inc.  
4340 East-West Hwy Suite 204  
Bethesda, Maryland 20814  
Attn.: Stephanie Nester  
Email: [stephanien@ussiclean.com](mailto:stephanien@ussiclean.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for a term of three (3) years with the option to renew for an additional two (2) years at the City's sole discretion, and shall expire on the \_\_\_\_\_ day of \_\_\_\_\_.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_  
Mark R. Lauzier, City Manager

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: Stephanie Nester  
STEPHANIE NESTER  
Printed Name  
CFO  
Title

STATE OF ~~FLORIDA~~ MARYLAND  
COUNTY OF ~~PALM BEACH~~ MONTGOMERY

The foregoing instrument was acknowledged before me this 12th day of April, 2018, by Stephanie Nester, as CFO (name of officer or agent, title of officer or agent), of VSSI (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced personally known (type of identification) as identification

LIVIA G ZABLAH  
Notary Public - Maryland  
Montgomery County  
My Commission Expires  
January 04, 2022

Livia G. Zablah  
Notary Public – State of Florida MARYLAND

## SECTION 5 SCOPE OF SERVICES

### 5.1 GENERAL INFORMATION AND BACKGROUND

Cleaning services are to be performed between the hours of Midnight and 6:00 a.m. seven (7) seven days a week. The club will supply toilet tissue, soap, hand towels and trash liners. Contractor will supply all cleaning supplies to perform cleaning duties.

Areas to be cleaned include: Locker Rooms, Dining/Banquet Rooms (Louise Suggs Room, Betty Jameson Room, Donald Ross Room) Tommy Armour Room, all common areas, offices, restrooms, kitchen floors, kitchen gallery and Pro Shop.

Awarded vendor will be required to have a representative of the company attend a monthly meeting at the Delray Beach Golf Club to discuss work quality and any special needs.

### 5.2 BASIC SERVICES

The following is a list of the basic services the City requires the selected Proposer to provide.

#### Lobby and Common Area:

Daily	Sweep and mop all hard surface floors
Daily	Vacuum all carpeted areas
Daily	Wipe clean all furniture and fixtures
Daily	Clean glass on entrance doors and all doors to individual rooms
Daily	Low Dusting
Daily	Clean exterior entrance removing debris, trash and cigarettes
Daily / On Sight	Remove debris from planters – On sight.
Weekly	High dusting (over six feet)
As Needed	Clean A/C Vents
As Needed	Clean chandeliers as needed
As Needed	Spot clean windows
On-sight	Remove cobwebs

#### Office area:

Daily	Empty all trash receptacles and remove garbage to designated area
Daily	Vacuum all carpeted areas, including under desks and chairs
Daily	Dust and wipe clean all windowsills, fixtures, furniture and office equipment
Daily	Spot clean windows
As Needed	Clean A/C vents
On-Sight	Remove cobwebs

**Dining/Banquet Rooms:**

Daily	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas
Daily	Dust and wipe clean all windowsills and fixtures
Daily	Spot clean windows
Daily	Clean A/C vents
As Needed	Clean all chandeliers
On-Sight	Remove cobwebs

**Kitchen and Gallery:**

Daily	Sweep, mop and degrease floors; paying special attention to hard to reach areas and under all equipment
Daily	Remove trash to designated area

**Bar area:**

Daily	Remove bar mats, sweep and mop floors; Paying special attention under counters, using a degreaser
Daily	Clean bar mats and replace when dry three (3) times per week; Wipe down and clean bar counter
Daily	Gather all trash and dispose in designated area; wash trash containers when as needed
Daily	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas; Extra attention given to area under foot rail along the bar
Daily	Clean tables; including bases and chair legs

**Locker rooms I restrooms:**

Daily	Sweep, wash and disinfect all floors, including hard to reach areas; including behind doors and toilets
Daily	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out
Daily	Wash and polish all mirrors, bright work, shelves, cabinets and dispensers
Daily	Wash, disinfect and dry all toilet seats
Daily	Empty all waste receptacles and sanitary napkin receptacles to designated area; wash when needed
Daily	Clean and sanitize shower walls, floors and fixtures
Daily	Clean, sanitize and replace floor mats
As Needed	Dust and wipe clean lockers and polish other woodwork
As Needed	Vacuum all carpeted areas
As Needed	Clean A/C vents
As Needed	Refill all toilet tissue, towel and soap dispensers as required with furnished supplies
On-sight	Remove cobwebs on sight

**Patio:**

Daily	Wipe tables and chairs; using sanitizing solution
Daily	Sweep patio
Daily	Clean ceiling fans; including top of fan
Daily	Hose down patio and squeegee dry
Daily	Remove and dispose of all trash; including cigarettes from disposal
Daily	Remove insect webs and nests from covered patio area
Monthly	Clean water fountain; including disinfecting

**Special Services:**

Windows	All windows to be clean inside and out; One time per month
Carpets	<del>Shampoo/Cleaned; Once every two months</del> **Spots to be removed on sight - DAILY

**5.3 ADDITIONAL INFORMATION**

The selected Proposer shall be responsible for annual (based on City schedule) carpet cleaning

The selected Proposer shall be responsible for semi-annual whole facility carpet cleaning. All carpets throughout the facility must be cleaned twice a year. City recommends that carpet cleaning take place (based City event schedule) sometime around October/November and then again after season, May/June.

**5.4 SELECTED PROPOSER'S RESPONSIBILITY**

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposal.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

**5.5 SUPERVISION**

The selected Proposer shall provide an adequate number of trained, qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing the selected Proposer's staff or medical professionals.

Each Supervisor, to the satisfaction of the City, shall be capable of verbal and written communication in English and shall be able to adequately communicate with the service workers.

The City may request the selected Proposer to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

**5.6 EMPLOYEES**

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages,

or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

**5.7 COMPLAINTS**

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

**5.8 PROTECTION OF PROPERTY**

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

**5.9 KEY CONTROL**

Keys to City facilities shall not be duplicated, and the selected Proposer shall not allow any keys to be duplicated. Any keys which become lost, missing or stolen shall be immediately reported to the City. Should any keys be lost or stolen, the cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be deducted from the selected Proposer's invoice to the City for services provided under the Contract.

**5.10 SECURITY AND IDENTIFICATION**

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or



disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

5.11 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

END OF SECTION 5

## SECTION 8 PRICING INFORMATION

### 8.1 PRICING PROPOSAL

Proposers must state the prices, fees, and rates that will be charged to the City for performing the proposed services. The pricing information provided should include janitorial services and any other fees or prices the Proposer will charge the City for janitorial services

The pricing information shall be clear and unambiguous to allow the City's Selection Committee/Evaluation Team to compare the prices from the different Proposers as "apples to apples". Pricing that is unclear and ambiguous may be determined by the City to be grounds for rejection of the proposal.

	LOCATION / AREA	UNIT PRICE PER MONTH		COST PER YEAR
1	BAR	\$ 341.01	x 12 =	\$ 4,092.07
2	DINING / BANQUET ROOMS	\$ 1,250.35	x 12 =	\$ 15,004.26
3	KITCHEN / GALLEYS	\$ 568.34	x 12 =	\$ 6,820.12
4	LOBBY / COMMON AREA	\$ 227.34	x 12 =	\$ 2,728.05
5	LOCKER ROOMS / RESTROOMS	\$ 682.01	x 12 =	\$ 8,184.14
6	OFFICE	\$ 341.01	x 12 =	\$ 4,092.07
7	PATIO	\$ 341.01	x 12 =	\$ 4,092.07
8	WINDOWS	\$ 300.13	x 12 =	\$ 3,601.56

MONTHLY BID PRICE (Items 1 thru 8)      YEARLY BID PRICE

\$ 4,051.20	x 12 =	\$ 48,614.34
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### ADDITIONAL SERVICES AS REQUIRED/REQUESTED

1	CARPET CLEANING; includes large spills (Per Cleaning)	\$ 2,287.00
2	RESTROOM DEEP CLEANING; Includes: Floor, Fixtures and Showers (Per Cleaning)	\$ 250.00