

THE CITY OF DAYTONA BEACH

CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT BANDSHELL,
OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES

REQUEST FOR PROPOSAL No. 0118-2390



THE CITY OF DAYTONA BEACH
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115

Issue Date: August 13, 2018

As of May 2018, the City has a new vendor registration system. Bidders who would like to continue to be notified of bid opportunities make sure they register with Vendor Registry at <http://www.codb.us/index.aspx?nid=841> and click "vendor registration". Data from the existing system will not carry over. We will no longer use our current system after 9/30/2018.

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THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

REQUEST FOR PROPOSALS
INVITATION

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the Purchasing Agent, Daytona Beach City Hall, Room 146, 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, until August 27, 2018 at 2:00 PM, at which time they will be publicly opened for the following:

**CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT BANDSHELL,
OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES**

AWARD OF CONTRACT subject to the Purchasing Code of the City of Daytona Beach.

THE RFP MAY BE OBTAINED on-line at <http://www.codb.us/index.aspx?nid=841> by clicking on the link to "Public Solicitations" or as a hard copy at the office of the Purchasing Agent City Hall, 301 South Ridgewood Avenue, Room 146, Daytona Beach, FL 32114.

SCOPE OF WORK: City of Daytona Beach (CITY) is seeking proposals for custodial cleaning operators to manage cleaning services for the Peabody Auditorium, Oceanfront Bandshell and Oceanfront Park and other entertainment venues. Services will be requested before, during, and after city selected public and private events are scheduled to occur.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Peabody Auditorium Rose Room, 600 Auditorium Street, Daytona Beach, Florida 32118, on August 20, 2018 at 10:00 AM. Interested Proposers are *urged* to attend.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof, when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered. No proposer may withdraw their proposal for a period of sixty (60) days after the date of the opening of proposals. This time period is reserved for the purpose of reviewing proposals and investigating the qualifications of the proposers.

PROPOSALS SHALL BE ADDRESSED to the City of Daytona Beach, Purchasing Agent, 301 South Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114, and all proposals shall have the following plainly marked on the outside of the envelope:

PROPOSAL FOR: **CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT
BANDSHELL, OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES**
PROPOSAL NO: **0118-2390**

THE CITY OF DAYTONA BEACH
BY: KIRK ZIMMERMAN
BUYER
ISSUED: August 13, 2018

RFP NON-PRO SERVICES 3/2/18

0118-2390 : CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT BANDSHELL,
OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES Page | 1

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**THE CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS
CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT
BANDSHELL, OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES
No. 0118-2390**

GENERAL CONDITIONS

THIS IS NOT A BID. This is a Request for Proposals for non-professional services issued in accordance with the City of Daytona Beach Code Chapter 30, Article II, Division 3, "Source Selection and Contract Formation". The Request for Proposal specifies the services needed, and lists the criteria upon which the Proposal responses will be evaluated. When received, Proposals will be reviewed and ranked in order, beginning with the one deemed most advantageous to the City. Contract negotiations will commence with the selected Proposer(s). Upon completion of satisfactory negotiations, the contract negotiated that best meets the needs of the City will be recommended for award to the City Commission. A copy of Chapter 30 may be obtained upon request.

GENERAL CONDITIONS

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your Proposal, please follow these instructions. One original and five (5) copies of all Proposal sheets must be executed and returned, unless otherwise directed. **Provide one pdf copy of the Proposal in its entirety on cd, dvd, or other electronic media.** All Proposals not in compliance with the conditions specified herein are subject to rejection.

2. **PROPOSAL ENVELOPE:** All Proposals must be returned in a sealed box or envelope addressed to the City of Daytona Beach and should contain on the outside the following information:
 - a. Name and address of Proposer
 - b. Proposal Number 0118-2390
 - c. Date and time of Proposal opening

PLEASE NOTE: The address of the Purchasing Division is:

Daytona Beach City Hall
301 South Ridgewood Avenue
Room 146
Daytona Beach, FL 32114

3. **REQUESTS FOR INTERPRETATIONS.** If the Proposer is in doubt as to the meaning of any of the RFP Documents or other Contract Documents included in this solicitation, the Proposer may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation

for delivery of the completed Proposal. Such requests must be received 4 business days prior to Proposal opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Proposal Documents.

No oral clarification or interpretation will be binding.

4. **EXECUTION OF PROPOSAL:** The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all sheets requiring the Proposer's name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.
5. **PROPOSAL OPENING - LATE PROPOSALS:** Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Purchasing Agent prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.
6. **WITHDRAWAL OF PROPOSALS:** Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.
7. **CONSIDERATION OF PROPOSALS:** Telephonic, electronic, or faxed Proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.
8. **COOPERATIVE PURCHASING:** All proposers awarded contracts from this RFP are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.
9. **GENERAL REVIEW PROCEDURES:** The Purchasing Code, Chapter 30, Code of the City of Daytona Beach, sets forth the general review procedures for competitive sealed proposals. Under the Purchasing Code, the City Manager is

required to evaluate and rank responsive Proposals in accordance with the criteria identified in the RFP. Before submitting a recommendation for final action on this RFP to the City Commission, the City Manager is authorized to "shortlist" and negotiate with one or more of the Proposers who submitted the highest ranked Proposals. As part of these negotiations, the City Manager may request revised Proposals from shortlisted Proposers.

The City Manager has adopted a policy delegating the task of initially ranking responsive Proposals to a Selection Committee. The Selection Committee may require personal interviews with Proposers before submitting its recommendations to the City Manager.

10. **LOCAL PREFERENCE:** Pursuant to the Purchasing Code, preferences may be given in the evaluation of responsive Proposals to Local Vendors. A "Local Vendor" is a vendor which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date Proposals were received for the contract at issue, which generally provides from such permanent place of business the kinds of services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

In order to qualify as a Local Vendor, the Proposer must submit a properly completed Local Vendor affidavit as part of its Proposal. A Proposer who fails to properly complete and sign this affidavit or submit it with the Proposal will not be considered for local preference in this RFP. The City is the ultimate arbiter as to whether the Proposer qualifies as a Local Vendor; and the City may require the Proposer to submit additional documentation verifying that the Proposer qualifies as a Local Vendor.

A Proposer qualifying as a Local Vendor will be given the following Preferences:

- a. At the City's discretion, the Proposer may be given bonus points of up to 10% of the total available points used to score Proposals for purposes of ranking them. The ranking process is described further in Paragraph 8, above. The exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors.
- b. After the Selection Committee has evaluated and ranked Proposals, if the highest-ranked Local Vendor's Proposal would not otherwise be among the list of the highest-ranked Proposals submitted to the City Manager (See Paragraph 8 above), the list will be modified to include the highest-ranked Local Vendor's Proposal. In addition, if the evaluation criteria referenced in Paragraph 8, above, includes price, all of the Proposers on the modified short list will be given the opportunity to submit best and final Price Schedules; and final ranking provided by the Selection Committee will be based on the best and final proposals. For purposes herein, the reference

to “best and final” will not serve to alter the City Manager’s authority, as referenced in Paragraph 8, above, from requiring a short listed Proposer to submit a revised Proposal.

11. **AWARD**: The award will be made by the City to the firm most qualified and offering the best value to the City, which will be determined by evaluation of Proposals using the evaluation criteria contained in the RFP, and in accordance with applicable rules and regulations governing the purchase and contract adopted and established by the City, and the State of Florida.

Any contract resulting from this solicitation may, in the alternative, be awarded by the City of Daytona Beach Community Redevelopment Agency (CRA). Therefore, any bids/proposals submitted in response to this solicitation shall be deemed to be offers to the CRA as well as the City. Any final written contract may be with the CRA instead of the City.

12. **NON-COLLUSION**: By submitting a Proposal in response to the request and signing the Anti-Collusion Statement form enclosed, the Proposer represents that, should the Proposal be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations established by the City. The Proposer warrants as an integral and essential part of his/her Proposal: (a) that he/she has not participated in nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her Proposal; (b) that his/her Proposal is or is intended to be competitive and free from any collusion with any person, firm or corporation; and (c) that he/she is not a party to nor has participated in nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning Proposals, prices, terms or conditions upon which the contract(s) resulting from this acceptance is to be performed.
13. **PERMITS, ETC.**: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposals.
14. **PATENT INFRINGEMENT, ETC.**: By submission of a Proposal the Proposer certifies that the services to be furnished will not infringe any valid patent, copyright, or trademark and the successful Proposer shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the City harmless in case of any such infringements.
15. **TAXES**: All Proposals shall be exclusive of federal taxes. However, if the Proposer believes that certain other taxes are properly payable by the City, he/she may list

such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

16. **PERFORMANCE**: During the performance of the contract, the Proposer agrees as follows:
- a. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
 - b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
17. **FLORIDA PUBLIC RECORDS LAW**: Sealed proposals received by the City pursuant to the Request for Proposals will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all Proposals will be open for a personal inspection by any person pursuant to Public Records Law.

If the Proposer believes that the Proposal or any portion thereof is permanently exempt from disclosure under the public records laws, the Proposer must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Proposal. The Proposer will be contacted prior to the opening of the Proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Proposer may in writing request the return of the sealed Proposal.

18. **EVALUATION CRITERIA**: The weighted evaluation criteria listed below will be used to evaluate Proposals and develop a recommendation to the City Manager as described in Section 8, above. Each criterion will be scored between 1 and 5; 1=poor, 2=below average, 3=average, 4=above average, 5=excellent. Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score.

Tab 1: **Letter of Transmittal** not to exceed two (2) pages in length including the Proposer's understanding of the scope of the service to be performed and a positive commitment to perform the services as described in the proposal.

General Information: Provide a detailed description of how the Contractor plans to accomplish the duties at each location. Provide breakdown of number of employees and hours to be worked at each facility. Describe the approach to use of environmentally safe, "green" products in delivery of these services. Proposers are encouraged but not required to use "green" cleaning products. Provide a detailed description on the firm's recruitment and training methods. **Weight = 25**

Tab 2 **Qualifications of Contractor**: Provide detailed description on the qualifications of the Contractor: number of years in business, scope of services offered, provide a listing of client references (*Exhibit II*) with comparable contract

scope (tasks and size/number of facilities) for whom the Proposer is currently performing services or for whom services were provided in the past 5 years from the date of this RFP. Provide client name, address, telephone number, email, and contact person). **Weight = 20.**

Tab 3: Experience of Employees: List all employees who will be directly and indirectly involved in maintaining the facilities (*Exhibit III*). Describe the qualifications of the "key individuals" who will be responsible supervising each location. Provide resumes. **Weight = 10.**

Tab 4: Proposed Cost Schedule: Submit the price schedule (*Exhibit I*) that lists unit prices and estimated annual costs. Also, include any additional services that might be helpful to the facilities. **Weight = 40.**

19. **REFERENCES:** The contact person(s) listed as a reference shall be someone who has personal knowledge of the contractor's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
20. **REJECTION OF PROPOSALS:** The City reserves the right to reject any or all Proposals in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The City also reserves the right to waive technical defect when in its judgment the best interests of the City thereby will be served.
21. **QUALIFYING PROPOSERS:** Prior to awarding of Proposal, the City may require submission by Proposer of complete financial statement and questionnaire describing Proposer's financial ability and experience in performance of similar work.
22. **RULES AND REGULATIONS:** All work performed under this agreement shall be in strict compliance with local, State and Federal laws, rules and regulations. Proposer shall assume all liability for fines and penalties assessed by the authorities for any infractions.
23. **MINORITY AND WOMEN WORK FORCE PARTICIPATION:** The City has an established policy of: 1) promoting Minority and Women-Owned Business Enterprise participation in business contracts and 2) requiring Proposers doing business with the City to use good faith efforts to promote cultural diversity and minority participation in the work force, including managerial positions. Proposers must provide information as part of the Proposal acknowledging its understanding and willingness to comply with the Purchasing Code of The City of Daytona Beach.

24. **NO COSTS:** The City of Daytona Beach bears no responsibility for any costs incurred in the preparation of the Proposal.
25. **DRUG FREE WORKPLACE:** The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
26. **PROHIBITION OF LOBBYING.** Except for negotiations authorized by the City Purchasing Code, the Consultants Competitive Negotiations Act, or other state or federal law, lobbying by the Proposer, or the Proposer's principals, officers, employees, attorneys, or other agents, is strictly prohibited during the Blackout Period. Lobbying in violation of this section may cause the proposal to be rejected.

"Lobbying" means influencing or attempting to influence action or non-action in connection with this RFP or the proposal, through direct or indirect oral or written communication with the Mayor, any member of the City Commission, the City Manager, or any other City employee. The following activities are not within the definition of "lobbying," and are permitted: requests for clarification submitted to the Purchasing Agent in accordance with this RFP, discussions with the Selection Committee as part of the selection process, the submission of additional information in response to a request by the City, and addressing the City Commission during the City Commission meeting at which the contract is awarded or all Proposals are rejected.

The Blackout Period begins on the date that this RFP is issued and ends when the contract is awarded or all Proposals are rejected.

27. **SELECTION PROCESS:**

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail notice of formal Requests For Proposals to interested Proposers.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the short-listed Proposers to clarify their Proposals may be required. These presentations will serve to explain implementation techniques integral to their written Proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City

Manager's authorization, the City's Project Manager shall negotiate a contract with the highest ranked Proposer(s) approved by the City Manager. Should the Project Manager be unable to negotiate a satisfactory contract with the any of the shortlisted Proposers, the City Manager, or designee, shall terminate such negotiations with any or all of the shortlisted Proposers and begin negotiations with remaining Proposers based on ranking, until negotiations are successful or this RFP is cancelled.

- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

Master's Cleaning Services

Deland, FL 32720

636 W New York Ave

Proposal

for

Cleaning Services

for

City of Daytona Beach

at

Peabody Auditorium, Oceanfront Bandshell, Oceanfront Park, and other
entertainment venues

Master's Cleaning Services

Proposal for the

City of Daytona

Peabody Auditorium, Oceanfront Bandshell, Oceanfront Park, and other entertainment venues

The Proposal set forth below is between Master's Cleaning Services (Contractor) and the City of Daytona Beach located at 301 S Ridgewood Ave, Daytona Beach FL 32114.

This Proposal outlines the Cleaning program as outlined in the Scope of Work as outlined in the

Scope of Work Specifications:

The Contractor is responsible for the following:

The Contractor will provide cleaning tasks as needed based on event schedules.

1. Pre-Event Duties

Contractor will arrive before each event at mutually agreed upon time. At this time contractor will make sure venue is in first class condition and ready for public occupancy. All restrooms, lobbies, entryways, etc. will be checked for cleanliness and make sure well stocked.

2. Event Duties

During events, Contractor will always maintain venues in professional condition. This will include but not limited to monitoring restrooms for sanitary conditions as well maintaining proper amounts of paper products and soaps. All garbage receptacles will be monitored and emptied as needed. Public common areas and walkways will be free and clear from any debris and spills will be mopped up immediately with wet floor signs displayed. Walls, glass, and table tops will be monitored for dust, fingerprints, garbage, liquid, etc. and cleaned as needed. Entryways and smoking areas will be continuously monitored for cleanliness as well. Event duties will be carried out by the supervisor that will lead the post event cleaning. Supervisor is also available to assist City staff with any additional needs they may have during events.

3. Post Event

Contractor will provide a minimum of 1 supervisor and 1 janitor up to 1 supervisor and 5 janitors for post event cleaning. Cleaning time will vary per event based off event types and attendance numbers. The range of hours will be a minimum of 1 hour up to 6 hours. Post event cleaning will include but not limited to emptying and removal of all trash. All floors will be swept, vacuumed, and mopped. Restrooms will be completely sanitized and fully stocked. Seating areas cleared of all trash and debris. Fingerprints and dust removed from all glass, displays, tables, etc. Any gum, candy, or sticky substances will be removed and cleaned from all surfaces.

Additional "special" cleaning projects and services, beyond the stated Contractor Scope of Work described above, as needed and agreed upon by both parties, and will be billable to Client as separate items.

CLEANING SUPPLIES AND PRODUCTS: All necessary cleaning supplies and products, paper towels, trash bags, toilet paper and dispenser soap will be provided by the City of Daytona. The contractor agrees to use all cleaning supplies in a safe and prudent manner, in accordance with all manufacturers' guidelines, and in accordance with all prescribed OSHA guidelines and requirements.

Master's Cleaning Services was established in 2003. Services offered range from home and office cleaning to construction, outdoor event and performing arts venues. Master's Cleaning Services has been providing services to the City of Daytona since 2006 to present. Venues include Peabody Auditorium, Oceanfront Bandshell and Park, Municipal Stadium, and other venues.

ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF FIRM: Master's Cleaning Services

SIGNATURE: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: Tara King TITLE: President

ADDRESS: 636 W. New York Ave

CITY AND STATE: DeLand, FL 32720

TELEPHONE: 386-747-1910 EMAIL: tara.king@kingprecision.com

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that
Masters Cleaning Services does:
(Proposer)

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: 8-24-18

[Signature] President
Signature & Title

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Daytona Beach
(print name of the public entity)
by Tara King President
(print individual's name and title)
for Master's Cleaning Services
(print name of entity submitting sworn statement)
whose business address is

636 W. New York Ave, Deland, FL 32720
PO Box 2324 Deland, FL 32721

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or CONTRACT for goods or services, any lease for real property, or any CONTRACT for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding CONTRACT and which bids or applies to Proposal on CONTRACTs for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted VENDOR list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[Signature]

Sworn to and subscribed before me this 24th day of August, 2018.

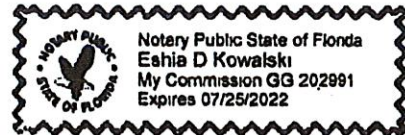
Personally known ✓

OR Produced Identification _____ (Type of identification)

Notary Public - State of FLORIDA

By: 

My commission expires 07-25-22



(Printed typed or stamped
commissioned name of Notary Public)

**EXHIBIT I:
PRICE SCHEDULE
CUSTODIAL SERVICES FOR PEABODY AUDITORIUM,
OCEANFRONT BANDSHELL, OCEANFRONT PARK & OTHER
ENTERTAINMENT VENUES**

(this page must be included in your proposal to be considered responsive)

Description	Est. Annual Hours*	Hourly Rate	Est. Annual Expense
Supervisor	750	\$ 20.00	\$ 15,000
Cleaning Attendant	1500	\$ 15.00	\$ 22,500
Special Project Hourly Rate	200	\$ 15.00	\$ 3000
Estimated Annual Expense			\$ 40,500

Minimum number of hours policy: 1 hr. minimum

* Quantities stated as an estimate for bidding purposes only for comparison and no guarantee is given or implied as to quantities that will actually be required during the contract period.

Submitted by:

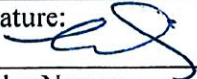
Signature: 	Print Name of Signature: Tara King
Vendor Name: Master's Cleaning Services	Address: 636 W. New York Ave Deland, FL
Phone: 386 747 1910	Email: tara-king@kingproinc.com

EXHIBIT III
EXPERIENCE OF STAFF

List staff who are proposed to perform services. Include Manager(s), Supervisor(s), and Line Workers/Laborers. Use additional sheets if necessary.

1. NAME: Lisa Davis
TITLE: Manager/Supervisor
NUMBER OF YEARS EXPERIENCE: 15
SPECIALIZED SKILLS: Cleaning and maintenance, inventory and time management, Chemical use and safety

2. NAME: Jody King
TITLE: Supervisor
NUMBER OF YEARS EXPERIENCE: 6
SPECIALIZED SKILLS: Cleaning and maintenance, Chemical use + safety

3. NAME: Jamie King
TITLE: Janitor
NUMBER OF YEARS EXPERIENCE: 5
SPECIALIZED SKILLS: Cleaning and maintenance, Chemical use + safety

4. NAME: James Hicks
TITLE: Janitor
NUMBER OF YEARS EXPERIENCE: 2
SPECIALIZED SKILLS: Cleaning and maintenance, Chemical use + safety

5. NAME: Jordan Padgett
TITLE: Janitor
NUMBER OF YEARS EXPERIENCE: 5
SPECIALIZED SKILLS: Cleaning and maintenance, Chemical use + safety

6. NAME: Katie Scott
TITLE: Janitor
NUMBER OF YEARS EXPERIENCE: 3
SPECIALIZED SKILLS: Cleaning and maintenance, Chemical use + safety

Section 1: BACKGROUND

1.1 Venues:

Peabody Auditorium located at 600 Auditorium Blvd, Daytona Beach, FL is a 2521 seat auditorium opened in 1919 hosting broadways shows, headline performers, opera, drama, comedy, bands, and symphonies.

Oceanfront Bandshell located at 70 Boardwalk, Daytona Beach, FL is a 4500 seat open amphitheater constructed in 1936 by the WPA. The first program was presented July 4, 1937. In March 1999 it was added to the National Register of Historic Places. It hosts summer concert series on Friday and Saturday nights from Memorial Day through Labor Day and other pre-scheduled events throughout the year.

Oceanfront Park located at 13 S Atlantic Avenue, Daytona Beach, FL is a 2.5 acre facility opened in 2008 bordering the Atlantic Ocean extending from Main Street southward. Known as "The World's Most Famous Beach" it hosts crowds and events throughout the year including during Bike Week, Daytona 500, spring break, among other scheduled events. The entrance to the Daytona Beach Municipal Pier and Joe's Crab Shack can be found here.

City of Daytona Beach (CITY) is seeking proposals from JANITORIAL CLEANING operators to manage cleaning services for the Peabody Auditorium, Oceanfront Bandshell and Oceanfront Park and other entertainment venues. Services will be requested before, during, and after city selected public and private events are scheduled to occur.

The City currently subcontracts with Master's Cleaning Service. The Contractor is scheduled 2-3 week prior to an event. Schedule varies based on attendance and hours of operation. The budget for these services in the 2018-2019 fiscal year is \$25,000.

City of Daytona Beach is seeking and will select a vendor that best demonstrates the ability to provide clean, reliable, consistent services that are customer driven to better enable management in offering a clean and safe environment for our patrons will functions at the facilities. The Contractor will provide complete custodial services labor. All consumables and equipment will be furnished by the City. The Contractor may be required to perform certain duties which may not be specifically outlined in the contract. The Scope of Work highlights the routine cleaning assignments.

1.2 General Janitorial Event Staff Services includes:

Contractor will provide specialty custodial services as needed based upon the events/performances scheduled at city venues listed above that will include abnormal hours on nights, weekends, and holidays.

Section 2: SCOPE

2.1 GENERAL REQUIREMENTS:

1. Contractor will utilize his professional judgment on a day-to-day basis in which certain trade-offs of cleaning may be necessary to handle unusual, unexpected or specially requested cleaning which may not be outlined in the Scope of Work. The CITY will not be charged extra for these services. Standard hourly rates apply as determined by the price schedule.
2. The Contractor will not engage or use the services of subcontractors in performing the contract unless the Contractor obtains prior written approval from the City.
3. The Contractor will be responsible for all supervision required to satisfactorily perform the requirements of the contract.
4. The Contractor will be responsible for keeping the Peabody Auditorium secured while employees are on the premises and will exclude all unauthorized persons. The Contractor will be responsible for locking all doors and turning lights off when the Contractor's employees leave the premises.
5. Contractor will be held responsible for any damage due to breakage and/or loss of the City's equipment or supplies through negligence of the Contractor or their employees while working on the City's premises.
6. The Contractor will comply with all OSHA "Right to Know" postings in all locations pursuant to Federal and State Law.
7. The Contractor will perform any and all other related and additional miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.
8. The Contractor or a designated representative will be available for pre, during, or post event briefings with designated personnel from the City. The Contractor will supply telephone number(s) of the designated representatives and substitute representatives.
9. The Project Manager for this Contract and any questions during the course of the contract for any facility should be directed to Chad Smith, (386.671.3460)
10. Insurance requirements – The Contractor will purchase and maintain, at his own expense, types and amounts of insurance as required by the Contract, in form and from companies satisfactory to the City.
11. The Contractor will submit an invoice post event. The City may reduce the invoice for liquidated damages for failure to perform. Failure to perform any task required by the Contract or required by written amendments will result in assessment of

liquidated damages of \$20.00 per task, per day. If the occurrence of one condition leads to a second or third occurrence, the Contractor will be assessed cumulative damages. The City may waive liquidated damages if the Contractor remedies the situation within a given period of time prescribed by the City. When the City elects to correct a problem or situation, it may deduct expenses to make such correction from the Contractor's current or following invoice.

12. All personnel employed by the Contractor will be required to pass a criminal background and drug testing i) a copy of a background and drug test done by the Contractor within the last 30 days showing the employee has passed may be provided or ii) background and fingerprinting will be provided by the Police Department at the Contractor's expense of \$24 (or current rate) per employee. Additionally, a drug screening of \$35 (or current rate) per employee will be administered by the City Nurse. All personnel added to cleaning crews or new crews which will be working during a City scheduled event will be subject to these screenings. If City conducts if background check and drug screening payment will be made prior to the submittal of the Contractor's first invoice. Failure to pay for the screenings prior to the first invoice will result in the cost for the screenings to be deducted from the first payment. Screenings required during the term of the contract will be paid prior to submittal of the next monthly invoice. Failure to make payment before that monthly invoice will result in the cost of screenings to be deducted from that month's payment.
13. City will not pay for the time and travel to and from the Contractor's place of business. City will only pay for the time in which the Contractor spends at each of the various venues.
14. The Contractor will give priority to the City for the purpose of scheduling employees.

2.2 CONTRACTOR'S RESPONSIBILITIES

The following cleaning duties (not all inclusive) describe requirements that are established as performance measurements in determining acceptable levels of work performance and quality.

1 Pre-Event Duties

- A. Prior to each event, Contractor will dispatch a "pre-event" crew to check and detail all public areas. This will happen prior to doors opening for the event.
- B. Contractor will check all restrooms, lobbies, entry ways etc., and touching up any untidy conditions to ensure that the facility is in first class condition and ready for public occupancy.
- C. City of Daytona Beach and the Contractor will mutually agree upon the number of Event Staff and reporting times.

2 Event Duties

- A. Contractor will maintain the venues in a professional condition at all times. Contractor will maintain all public restrooms in a clean and sanitary condition completely stocked with supplies at all times.
- B. Contractor will place trash receptacles in designated area throughout the venue. Respond properly to all radio dispatches of spill and clean-up requests.
- C. Contractor will empty all full trash containers as monitored and/or requested.
- D. Contractor will keep all walking surfaces and public common areas free of debris at all times.
- E. Contractor will spot mop all spills and use wet floor signs to protect the area being mopped.
- F. Contractor will wipe trash receptacles as needed.
- G. Contractor will clean or replace floor mats as needed.
- H. Contractor will spot clean all walls, light switches, etc. Dust all surfaces that can be reached without the use of ladder.
- I. Contractor will remove all gum/sticky substances.
- J. Contractor will dress rooms and all areas used by Performer(s) including performance areas) to include vacuuming all carpeted areas, wipe and spot clean all furniture, clean and sanitize restrooms and showers.
- K. Contractor will clean and monitor smoking area and exterior plazas.
- L. Contractor will remove all trash from seating areas.
- M. Contractor will containers will be checked for soiling and odor and cleaned as needed.

[continued on the next page]

3 **Post Event Duties**

General: Post event cleaning for the venues and contracted outdoor space must be completed before Contractor leaves the facilities unless otherwise designated by management regardless of the day of the week. Contractor will perform the following duties at end of each event:

Seating Area / Steps / Aisles.

- A. Contractor will collect all trash and transport to designated areas.
- B. Contractor will remove standing liquids.
- C. Contractor will sweep all open areas.
- D. Contractor will sweep entire seating area paying attention to stairs and risers and remove all visible soil.
- E. Contractor will remove gum/sticky substances from all surfaces.

Other Areas

- F. Contractor will sweep stairs from dressing rooms.
- G. Contractor will store all equipment and supplies in assigned storage areas/bins appropriately.
- H. Contractor will mop all bathrooms, clean fixtures and ensure that toilet paper and hand towels are adequately stocked.

4. **Supplies**

Contractor will not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

5. **Communication**

Contractor will supply communication devices, at the Contractor's cost, to its staff to ensure prompt response to city venue's manager on duty during events.

Contractor will provide a competent supervisor (or lead person) on the job site during work hours to monitor staff performance.

6. Special Projects

Any work outside the scope of this specification will be defined as a "special project" and billed at the special project rate as described on the price schedule.

Special Projects include but are not limited to: running of equipment (power washing, steam cleaning, floor scrubbing, stripping/waxing of flooring).

7. Uniform Requirements

Contractor (at Contractor's expense) will dress event employees in uniforms agreed upon by Contractor and City. Uniform will consist of a collared or t-shirt (short and or long sleeve, depending upon the time of year) solid color pants or jeans and dark socks and shoes.

Contractor staff clothes, appearance, and personal hygiene will be professional at all times. All Contractor staff will wear an identification badge clearly displayed identifying them as Contractor employees if they are not wearing the approved uniform.

8. Standards of Performance

Contractor will agree to remove from the assignment, any employee of their company that City of Daytona Beach's venue management considers unsatisfactory or undesirable, within the limits of any applicable law. The Contractor should ensure their employees selected for this assignment are aware of the professional and hospitable standards required on this assignment.

2.3 CITY RESPONSIBILITIES

A. City will provide hand soap, paper towels, toilet paper, air freshener, aerosols, trash can liners, and all other cleaning supplies to include bleach and wax for tile floor areas.

B. City will provide and maintain in good repair, all equipment, including, but not limited to, mops, brooms, buffers, vacuum, etc., and any other equipment necessary to perform cleaning services.

2.4 PRICE SCHEDULE:

A. In order to have a responsive bid Contractor's will completely fill out and include the price schedule (Exhibit I) with their proposal.

B. Any additional services such as, running of equipment (power washing, steam cleaning, floor scrubbing, stripping/waxing of flooring) to be provided upon request at the Special Projects hourly rate stated in the price schedule.

- C. Please include information on the minimum number of hours for a shift.

2.5 INVOICING

- A. Contractor will issue a separate invoice for each event to include name of event, hours worked by category (supervisor, attendant, or special project), purchase order number, and total for the event.
- B. Contractor may invoice the City after each event but at least by the 15th and last day of each month for a minimum of twice a month.

Section 3.0 QUALIFICATIONS:

Contractor will have been regularly engaged in the business of providing custodial services for medium to large sized public venues for a minimum of 5 years.

Contractor will be listed with the State of Florida Division of Corporations (sunbiz.org) for the last 5 consecutive years.

Contractor will provide certificate(s) of Insurance before commencing work showing minimal coverages as outlined in the Contract provided in this document.

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THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 1

DATE: August 13, 2018

PROJECT: ITB 0118-2390
**CUSTODIAL SERVICES FOR PEABODY AUDITORIUM,
OCEANFRONT BANDSHELL, OCEANFRONT PARK & OTHER
ENTERTAINMENT VENUES**

OPENING DATE: August 27, 2018

This addendum is hereby incorporated into the Request for Proposal for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. Answers to written questions:

Q1: Why is this solicitation being issued at this time?

A1: Anytime the City reaches a cumulative annual total of \$25,000 or more an commodity or service must be competitively bid.

Q2: Who is the current service provider and how long have they been providing these services?

A2: As stated on page 19 of the RFP, Masters Cleaning Service is the current provider. They have been the Peabody Auditorium Contractor since at least 2015.

Q3: Has anything in regards to venues affected, scope, volume or nature of work?

A3: No.

Q4: At the time of most recent award what was the awarded amount for these needs?

A4: This is the first time this is being competitively bid. Current provider just submitted invoices by lump sum on a per event basis. Not an hourly rate.

Q5: What was actually paid to the awarded vendor?

A5: See Q4, there has never been any data on an hourly basis.

Q6: Is the Ocean Center a part of the needs and services sought for in this solicitation (if no can you reference the solicitation pertaining to Ocean Center needs)?

A6: The Ocean Center belongs to Volusia County, not the City of Daytona Beach. Contact Volusia County for particulars on their contracts.

2. All other terms and conditions remain the same.

Proposers shall acknowledge receipt of this addendum on Page BID PROPOSAL LETTER-3.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

Remember to register with the City of Daytona Beach at www.vendorregistry.com to be notified of future bid opportunities with the City. As of 9-30-18 we will no longer be using our current system.



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 2

DATE: August 14, 2018

PROJECT: ITB 0118-2390
**CUSTODIAL SERVICES FOR PEABODY AUDITORIUM,
OCEANFRONT BANDSHELL, OCEANFRONT PARK & OTHER
ENTERTAINMENT VENUES**

OPENING DATE: August 27, 2018

This addendum is hereby incorporated into the Request for Proposal for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. The ranking of the Criteria is hereby changed to:

Letter of Transmittal	25 <u>30</u> pts
Qualifications of Contractor	20 pts
Experience of Employees	10 pts
Cost Schedule	40 pts
	=====
	100 pts

2. All other terms and conditions remain the same.

Proposers shall acknowledge receipt of this addendum on the proper page of the bid submittal.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

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THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

TO: James V. Chisholm, City Manager

FROM: Kirk Zimmerman, Buyer

DATE: September 12, 2018

SUBJECT: **Selection Committee
CUSTODIAL SERVICES FOR PEABODY AUDITORIUM, OCEANFRONT
BANDSHELL, OCEANFRONT PARK & OTHER ENTERTAINMENT VENUES
RFP 0118-2390**

COPY: James Morris, Deputy City Manager
William Rotella, Financial Business Analyst
Chad Smith, Community Events Manager
Charles Walls, Food & Beverage Manager
Ben Gross, Assistant City Attorney

The City's Selection Committee convened on September 12, 2018, to review the single Proposal received in response to the referenced Request for Proposals. This was our incumbent service provider which committee unanimously voted to approve based on past performance and low quote from last year. The Selection Committee recommends award of 1 custodial service contract and that contract negotiations be conducted with only firm to respond to the subject RFP:

1. Master's Cleaning Service

The final negotiated contracts will be presented to the City Commission for approval.

If you agree with the Committee's recommendations, please sign below and return a copy of this memo to my attention. If you wish to discuss the matter further, please call me at extension 8081. Thank you.

Approved: _____  _____ Date: 10-1-18

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THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 3

DATE: August 16, 2018

PROJECT: ITB 0118-2390
**CUSTODIAL SERVICES FOR PEABODY AUDITORIUM,
OCEANFRONT BANDSHELL, OCEANFRONT PARK & OTHER
ENTERTAINMENT VENUES**

OPENING DATE: August 27, 2018

This addendum is hereby incorporated into the Request for Proposal for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. Questions and Answers:

Q1: Referencing addendum No. 1, Q1

"Anytime the City reaches a cumulative annual total of \$25,000. Or more a commodity or service must be competitively bid." Can you define the time frame and or number of times the current vendor was utilized to reach that threshold?

A1: The current vendor has reach that threshold over the past two years because of additional venues and events that required custodial services.

Referencing addendum No. 1, Q 4 & Q5

Q2: *"This is the first time this is being competitively bid. Current provider just submitted invoices by lump sum on a per event basis: "There has never been any data on an hourly basis."* Our company provides services to hundreds of events each year and while we have no problem responding on an hourly basis that methodology is quite atypical; is there a reason the City is seeking those services, restricted by hours as opposed to service levels?

A2: Based on the level of attendance, type of event and concession sales can cause a variance in the number of vendor's staff and time required to restore the venue to a clean, safe, and sanitary condition.

Q3: While not clearly defined by the solicitation it appears that the awarded service provider is not used for all events at the venues and locations defined by this solicitation. Can you define or otherwise outline the thinking the City and/or its operations staff utilizes when determining if the awarded vendor will be used; i.e. ticket sales, attendance, nomenclature of the event, etc.

A3: This is determined by the hours needed to get ready for the next event and if city resources can be used during normal work schedule to restore the venue for it next event.

Q4: While the solicitation outlines invoicing procedures prior to payment being rendered to the awarded contractor can you define the "terms of payment" utilized by the City in compensating contractors? i.e. net thirty, etc? Is it permissible to submit a proposal that offers to the City a discount for prompter payment (i.e. 2% 10 etc.).

A4: A proposal may include this discount for consideration, but all service provider are required to give the city net 30 days for payment.

Q5: Finally as it relates to references; ALL of our references are exactly that and in the spirit of comparing apples with apples – must references submitted be the "direct work product of the proposer" or are they allowed to offer references of work done by franchisees, subsidiary companies, et. al.?

A5: Direct work

2. All other terms and conditions remain the same.

Proposers shall acknowledge receipt of this addendum on the proper page of the bid submittal.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

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