



## **Invitation to Bid (ITB)**

### **Project Title: Children's Board of Hillsborough County Janitorial Services**

The Children's Board of Hillsborough County is accepting Bid Packages from professional full-service firms with proven experience and expertise providing janitorial services for seven (7) commercial facilities located throughout Hillsborough County. Services provided under this procurement release include furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for the accomplishment of janitorial and specialized services in accordance with the specification set forth in this Invitation to Bid (ITB).

This ITB provides complete submittal requirements, and timeline.

This ITB does not obligate the Children's Board of Hillsborough County to pay any cost incurred by respondents in the preparation and submission of a response. Furthermore, a response to the ITB does not obligate the Children's Board of Hillsborough County to accept or contract for any expressed or implied services. The Children's Board of Hillsborough County reserves the right to reject any and all Bids for any reason. The Children's Board is committed to equal employment opportunities regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

**Kelley Parris, Executive Director**  
**Andrew J. Mayts, Board Chair**

For further information, please contact:  
Paula Scott, Director of Operations  
[scottPS@childrensboard.org](mailto:scottPS@childrensboard.org)

Children's Board of Hillsborough County  
1002 E. Palm Ave.  
Tampa, FL 33605

## Invitation to Bid (ITB)

ITB Designation: PUR 2021-02

Project Title: Children's Board of Hillsborough County  
Janitorial Services

### **INSTRUCTIONS TO PROPOSERS:**

This Invitation to Bid is designed to comply with all applicable rules and regulations including all State of Florida Statutes. Professional Firms wishing to submit for consideration should follow the guidelines established herein. Bid Packages shall be submitted to Paula Scott, Director of Operations, at 1002 E. Palm Ave., Tampa, FL 33605 before 1:00 p.m., October 4, 2021 (Children's Board Lobby Clock). Bid Packages received after that time will not be considered.

### **DEFINITIONS IN THIS ITB**

“**CBHC**” means Children's Board of Hillsborough County (also referred to as Owner).

“**Bid Package**” is the complete response of a person, firm, or corporation submitting to provide the services sought by this ITB.

“**Proposer**” is the person, firm, or corporation that submits a Bid Package as a response to this ITB.

“**Professional Firm**” is the submitter with which the Children's Board of Hillsborough County enters into a contract to provide the services sought by this ITB. This Professional Firm must possess proven experience in cleaning and maintaining commercial facilities.

### **GENERAL DESCRIPTION OF SCOPE OF SERVICES REQUESTED:**

1. The following locations shall be included in this contract for janitorial services:

## Locations Summary:

- 1002 E. Palm Ave., Tampa FL 33605 - 30,000 Square Feet
- 301 N. Palmer St., Plant City FL 33563 - 7,915 Square Feet
- 5892 E. Fowler Ave., Temple Terrace FL 33617 - 5,100 Square Feet
- 1271 Kingsway Road, Brandon FL 33510 - 3,900 Square Feet
- 116 West Fletcher Ave., Tampa FL 33612 - 4,500 Square Feet
- 3030 College Ave., Ruskin FL 33570 - 3,600 Square Feet
- 7520 W. Waters Ave, Suite 8, Tampa FL 33615 - 3,900 Square Feet

Total Square Footage all areas: 58,915

2. The Children's Board reserves the right to suspend services and adjust square feet temporarily at any facility where space is not being used or has been vacated. Adjustments shall be noted on all appropriate invoices and acknowledged by the Professional Firm on appropriate invoices. As space is made usable again, the adjustment may be revoked to reflect the current used space requiring servicing. The amount of the vacant square feet multiplied by the monthly service cost per square foot of the respective facility shall determine the amount of each adjustment. Permanent adjustments to square feet shall be made by the issuance of a formal contract amendment.
3. Project Manager shall approve all products used to provide services under this contract.
4. The daily work time for the Professional Firm shall generally be, without prior approval from Project Manager:

8:00 pm – 1:00 am Monday – Saturday – six (6) service days per week.

- 1002 E. Palm Ave., Tampa

7:00 pm -1:00 am, Tuesday, Thursday, Saturday – three (3) service days per week.

- 301 N. Palmer St., Plant City
- 5892 E. Fowler Ave., Temple Terrace
- 1271 Kingsway Road, Brandon
- 116 West Fletcher Ave., Tampa
- 3030 College Ave., Ruskin
- 7520 W. Waters Ave, Suite 8, Tampa

5. Rooms should only be unlocked during the period of attendant cleaning. Secured doors shall never be propped open. Doors shall be left as found; locked if found locked, unlocked if found unlocked, open if found open, and closed if found closed.
6. Project Manager may request additional carpet extraction, vinyl composition tile maintenance, general cleaning (planned in advance), and emergency labor services (emergency unplanned labor) using per square foot unit costs identified on the ITB Pricing Pages. Additional services utilized at the direction of the Project Manager shall be paid in addition to the monthly fees contained in this contract.

**Safety Requirements:**

1. All Professional Firm personnel shall wear a uniform with the Professional Firm's name affixed and a visible ID card. Professional Firm personnel shall report to work dressed in uniform as no lockers or changing rooms will be provided at any Children's Board location.
2. Professional Firm's personnel shall not disturb papers or personal items on desks, open drawers or cabinets, or use telephones or office equipment provided for Children's Board staff.
3. Day laborers or temporary employees may not be used in any Children's Board owned or leased facility.
4. Keys for each facility will be issued to the Professional Firm. The cost for re-keying any facility will be charged to the Professional Firm.
5. All Children's Board locations have burglar alarm security systems in place. Professional Firm will be provided identifying codes to disarm and arm security systems. If it is determined that the Children's Board, or its funded providers, have incurred charges due to false alarm, it will be sole responsibility of the Professional Firm to reimburse the appropriate party for any and all charges.

**Repair and Clean-up Responsibilities of Professional Firm:**

1. Repairs that are required due to damage incurred resulting from the use of materials, equipment, and/or workmanship found to cause damage, defective or in violation of the terms of the contract, to any of the Children's Board owned or leased

properties will be the sole financial responsibility of the Professional Firm. The Children's Board reserves the right, at the expense of the Professional Firm, to choose a vendor tasked with replacement or repair of any damaged Children's Board property that results from the work described in this ITB.

2. The Professional Firm will be responsible for the proper disposal of waste related to the janitorial services.
3. At the end of each servicing, the Professional Firm shall store materials and supplies in pre-determined locked location, empty water receptacles, remove all waste and debris and ensure janitorial supplies, materials and equipment are not visible to Children's Board staff or guests.

### **Supplies, Materials, Labor and Equipment**

1. Professional Firm will furnish all supplies, materials, paper products, and equipment necessary for the performance of this contract. Professional Firm will be responsible for the distribution of all materials necessary to satisfy the scope of work in this ITB.
2. Professional Firm must submit to the Children's Board Project Manager a list with the manufacturer name, brand name, and use of each material to be used for approval. Material Safety Data Sheets (MSDS) shall be posted by the Professional Firm in each location serviced under this contract. No additional chemicals shall be introduced without prior approval of the Project Manager.
3. Professional Firm may not use the Children's Board paper towel inventory to perform the cleaning operations required under this contract.

### **ITB Release Schedule**

Please note, dates specified in this ITB are subject to change and will be announced through formal issued addendum.

### **Mandatory Informational Briefing (Masks Required)**

#### **Monday, September 13, 2021 - 10:00 a.m. (Eastern Daylight Time)**

The MANDATORY Informational Briefing will take place at 1002 E. Palm Ave., Tampa FL 33605. The purpose of this briefing is to familiarize the Children's Board ITB processes and provide information as to the general scope of project. Only Professional Firms that attend the Mandatory

Informational Briefing will be permitted to submit a Bid Package. Professional Firms will have the opportunity to tour the 1002 E. Palm Avenue location following the briefing.

**Opportunity to visit additional six (6) facilities:**

**Tuesday, September 14, 2021 - Saturday, September 25, 2021**

Professional Firms will have the opportunity to visit the individual facilities during normal operating hours with pre-notification to the Project Manager, Paula Scott.

Hours of Operation are as follows:

Monday & Saturday 9:00 am – 5:00 pm

Tuesday & Thursday 9:00 am – 7:00 pm

Wednesday & Friday 9:00 am – 6:00 pm

**Deadline to Submit Written Questions:**

**Monday, September 27, 2021 - 1:00 p.m. (Eastern Daylight Time)**

No interpretation of the meaning of the specifications, or other contract documents will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to Paula Scott, email address [scottPS@childrensboard.org](mailto:scottPS@childrensboard.org). Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. Failure of a Proposer to receive any such addendum or interpretation shall not relieve said Proposer from an obligation under this invitation to submit a Bid Package. Failure to respond to issued addenda may result in the rejection of your Bid Package. All addenda so issued shall become part of the contract documents.

**Bid Packages Due:**

**Monday, October 4, 2021 - 1:00 p.m. (Eastern Daylight Time)**

**Public Bid Opening** immediately following at 1:30 pm at 1002 E. Palm Ave., Tampa FL 33605.

**The selection of the Professional Firm pending Board approval.**

**Thursday, October 28, 2021 - 3:00 p.m. Regular Board Meeting**

**Dates for contracted services: December 1, 2021- September 30, 2022**

**Complete ITB available on our website – [www.childrensboard.org](http://www.childrensboard.org) & [www.demandstar.com](http://www.demandstar.com)**

**RESTRICTED COMMUNICATIONS**

Proposers may not communicate with Children's Board personnel and/or Board members, other than Paula Scott and only by e-mail regarding this

ITB. Proposers that engage in prohibited communications with Children's Board personnel or Board members will be eliminated from the process.

## **PURPOSE OF ITB & SCOPE OF SERVICES**

### **BACKGROUND**

The Children's Board of Hillsborough County is seeking Bid Packages from Professional Firms with proven expertise and the capacity to provide janitorial services for seven (7) commercial facilities located throughout Hillsborough County.

### **CONTRACT**

By submitting a Bid Package, the Proposer agrees that, if the Children's Board selects such Proposer to perform the work, the Proposer will, upon such selection, execute a contract in substantially the same form as the Children's Board Independent Contractor Agreement provided in **Attachment "B"- Invitation to Bid Sample Contract**. Final contract will also incorporate this ITB document and Proposer's Bid Package.

### **OWNERSHIP OF DOCUMENTS**

During all phases of the project, all works, intellectual property, data information, material and work product of any nature and all copies thereof in any and all forms whatsoever developed by the Professional Firm or in the Firm's possession or control relating to the project are the property of the CBHC and shall be turned over to the CBHC within ten (10) days after request.

### **OWNER'S DESIGNATED REPRESENTATIVE**

The CBHC's designated representative for this project is Paula Scott, Director of Operations who shall be the Professional Firm's CBHC contact point during the phases of the project. This representative shall be the primary channel of communication to the CBHC and shall act as the Owner's liaison with the Professional Firm. The CBHC may designate multiple representatives responsible for defined aspects of the project, and may replace or re-designate any or all representatives in its sole discretion.

### **REQUIREMENTS**

1. The Bid Package should be made in conformance with **Attachment 'A' – Professional Firm Qualifications**. Proposers are urged to include only information that is relevant to this specific ITB, and to provide a

straightforward, concise delineation of capabilities to satisfy the requirements of the ITB and emphasize the Proposer's demonstrated capability to provide services of this type.

2. All requirements and questions should be addressed, and all requested data should be supplied. CBHC reserves the right to request additional information that, in its opinion, is necessary to ensure that the Proposer's competence.
3. By submission of a Bid Package, the Proposer acknowledges that representatives of CBHC have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Bid Package and if requested the Proposer must authorize in writing the release to CBHC of all information sought in such inquiry or investigation.

### **FORMAT**

1. CBHC requests **one (1) original (indicate "ORIGINAL")** Bid Package and **one (1) identical copy** including attachments; if the original Bid Package contains color, copies must also be in color.
2. Submit **one (1) electronic copy** of the Bid Package, and attachments on a USB drive in **.pdf** format.
3. Expensive bindings, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on completeness and clarity of content.

Please refer to **Attachment "A" - Professional Firm Qualifications** for information on specific Bid Package requirements.

### **BID PACKAGE AWARD PROCESS METHOD**

The basis for Bid award, if awarded, is to the lowest bid or best bid for basic services which meets or exceeds the conditions of this Invitation to Bid. The Children's Board is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the Children's Board. Following Bid opening, the Children's Board reserves the right to review Bid Packages to verify that the requirements requested in this ITB have been met. Bid Packages that have not followed the requirements in this ITB, or do not meet minimum requirements and quality standards will be eliminated from further consideration.



## **LICENSE REQUIREMENTS**

The Proposer shall have applicable permits, licenses, etc., that may be required by Federal, State, County, Municipal or local law to furnish services under the scope of this project.

## **STATEMENT OF ASSURANCE**

The successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Proposer herein assures the CBHC, that said Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Proposer does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, sexual orientation, gender or gender identity, discriminate in any form or manner against said Proposer's employees or applicants for employment. The Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the proposer herein assures the CBHC that said Proposer will comply with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

## **INDEMNIFICATION**

The Professional Firm agrees to be liable for and to indemnify the Children's Board against all third party claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Professional Firm, or arising out of the violation of any copyright law by the Professional Firm, in the course of the performance of this Agreement. If the Professional Firm and the Children's Board commit joint negligent acts, the Professional Firm shall not be liable for nor have any obligation to defend or indemnify the Children's Board with respect to that part of the joint negligent act committed by the Children's Board. In no event shall the Professional Firm be liable for nor have any obligation to defend or indemnify the Children's Board against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the negligent acts of the Children's Board.

## **CONFLICT OF INTEREST**

Proposer represents that it, its officers, and employees presently have no conflicting interest, financial or otherwise, in the performance of a contract and will acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of the project. All potential conflicts of interest, or current or past employment or contractual relationships with the Children's Board, any Board Member, or any Board employee are disclosed on **Attachment "A" - Professional Firm Qualifications** which is attached hereto and incorporated into this Invitation to Bid by reference. Proposer shall disclose to the Children's Board any employment or contractual relationships between the Proposer, its officers, or employees and any other individual or entity that may create a conflict of interest.

## **NO ASSIGNMENT OF CONTRACT:**

The successful Proposer may not make any assignment of the resulting contractual agreement or delegation of duties between the parties, in whole or in part, without the prior written authorization as may be given at the sole discretion of the CBHC.

## **PROHIBITIONS ON PROPOSERS WHO ARE FORMER CBHC EMPLOYEES AND BOARD MEMBERS**

For a period of two years from the date a Children's Board employee or Board member ceases his/her employment or Board member duties with CBHC, the CBHC will not award a contract to that individual.

## **COMPLIANCE WITH ALL LAWS**

The laws of the State of Florida apply to any purchase made under this Invitation to Bid shall comply with all local, state, and federal directives, orders and laws as applicable to this project, including but not limited to the Florida Building Code, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), Workers Compensation, State law on E-Verify and OSHA as applicable.

## **INSURANCE REQUIREMENTS**

The selected Professional Firm shall acquire and maintain insurance coverage throughout the duration of the contract agreement. Refer to **Attachment "A" – Professional Firm Qualifications** for details on insurance requirements.

## **REFERENCE CHECKS**

References may be checked and verified by the Children's Board following the submission of a Bid Package. References that cannot be verified may result in the rejection of the Bid Package or determination that the Children's Board should cease contract preparations with the Professional Firm and move to the next identified responsive and responsible Professional Firm.

## **PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(3)(a), Florida Statutes:

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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of (36) months following the date of being placed on the convicted vendor list.

## **PUBLIC RECORDS**

**Bid Packages Are Subject to Public Inspection:** Unless deemed confidential or exempted by law, all Bid Packages are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes.

Any claim of trade secret exemption for any information contained in the Bid Package is waived upon opening of the Bids by the Children's Board, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included within the Bid Package outside of the separate trade secret document described below.

**Proposer's Duty to Respond to Public Records Requests:** In response to any written notice by the Children's Board that a public records request received by the Children's Board encompasses any portion of the separate trade secret document part of the Bid Package, the Proposer shall expeditiously as required by the Public Records Law provide the

Children's Board with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Proposer shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret leaving the necessary surrounding text. If Proposer fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Children's Board is authorized to produce the records sought without any redaction.

### **OTHER TERMS AND CONDITIONS**

The contract with the lowest responsive and responsible Proposer shall be provided by the CBHC and may contain such other terms and conditions as are negotiated by the CBHC and the Proposer. The CBHC reserves the right to incorporate all or part of this ITB and the representations in the Proposer's response into the contract.

**END OF INVITATION TO BID**

Children's Board of Hillsborough County  
1002 E. Palm Ave.  
Tampa, FL 33605

## Attachment "A" Professional Firm Qualifications

**Project Title: Children's Board of Hillsborough County Janitorial Services**

**1002 E. Palm Ave., Tampa FL 33605**

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### **Format of Bid Package**

Prior to the final acceptance of a Proposer's Bid, the following criteria will be used by the Children's Board to ensure the Proposer can demonstrate previous experience similar to the requirements detailed in this ITB document. If you are submitting a as a joint venture, both partners are required to respond completely. The lead Proposer shall be designated and CBHC will contract with that Proposer.

### **BID PACKAGES MUST CONTAIN THE FOLLOWING INFORMATION ON THE FRONT COVER PAGE:**

Name of Proposer: (FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)

Federal I.D. Number

Primary Local Business Address

Primary e-mail to be used for any correspondence with or between the Children's Board and the Professional Firm

Phone number: (\_\_\_\_-\_\_\_\_-\_\_\_\_), fax number: (\_\_\_\_-\_\_\_\_-\_\_\_\_)

Present Proposer or entity has been in business under its present name since:

Licensed by the State of Florida as:

The license number(s) for the performance of these services is/are:

PROPOSER:

By: \_\_\_\_\_  
(Authorized Signature signed in ink)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

All copies should be placed in a single envelope or box and marked on the outside:

Invitation to Bid for Janitorial Services  
c/o Paula Scott, Director of Operations  
Children's Board of Hillsborough County  
1002 E. Palm Avenue  
Tampa, Florida 33605

A Proposer, in order to be considered, must address all of the following information. You must provide descriptive statements for each item.

**Project Summary, not to exceed five (5) pages:**

1. Proposers must have five (5) years of experience providing professional commercial janitorial services similar to the scope of work included in this ITB. Detail the experience of the Proposer to include information demonstrating the Proposers proven record of success delivering similar services to clients.

**Bid Packages to be considered complete must include the following qualifying criteria. Please be specific in responses to the items below:**

**Criteria:**

1. Provide three (3) references in the following format:
  - Name of Business of Public Entity;
  - Address;
  - Contact Person's Name;
  - Contact Person's Phone Number and E-Mail; and
  - Date of Services Performed
2. Please provide evidence, as applicable, of Certified Minority Business Enterprise status per Florida Statute 288.703.

3. The ability of the Proposer to provide insurance for the duration of the project to include at a minimum: Commercial General Liability \$1,000,000, Workers Compensation Employer's Liability \$100,000, and Automobile Liability \$300,000.
4. Demonstrate absence of a conflict of interest involving the services to be performed with any Board member or employee of the CBHC.
5. Ability to work in a manner consistent with the Florida Sunshine Law and the Florida Public Records law.
6. State if Proposer or any member involved with Proposer has been involved in any litigation, arbitration or administrative proceedings in the last five (5) years, including but not limited to liens, delays, defective performance or workmanship. If yes, provide the following: Names of all parties involved in the proceedings, contact information for attorneys for each party, date litigation commenced, current status of litigation.
7. Acknowledgement of compliance with the Statement of Assurance, the Indemnification Clause and the Public Entity Crimes Statement, as shown in these Instructions to Proposers.

**At the end of your submission, include the following statement:**

"I certify that the preceding and referenced information is accurate to the best of my knowledge and belief" and have it signed and dated by the Principal responsible for the submission.

Children's Board of Hillsborough County  
1002 E. Palm Ave.  
Tampa, FL 33605

## Attachment "B" Independent Contractor Agreement

Project Title: Children's Board of Hillsborough County Janitorial Services

1002 E. Palm Ave., Tampa FL 33605

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**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
CHILDREN'S BOARD OF HILLSBOROUGH COUNTY  
AND  
[vendor]**

**THIS AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Children's Board of Hillsborough County (hereinafter the "Children's Board") and [vendor] (hereinafter referred to as the Independent Contractor) whose address is: \_[city, state, zip code] and whose telephone number is \_\_\_\_\_ and e-mail is \_\_\_\_\_

. For the mutual assurances contained herein, the parties agree as follows:

**A. TERM OF AGREEMENT**

This Agreement shall be effective from [date] through [date] and Independent Contractor shall complete all Contracted Services as per this Agreement by [date].

The Children's Board may terminate this Agreement upon seven (7) - days' written notice to the Contractor. If the Contractor breaches this Agreement, the Children's Board may terminate this Agreement immediately upon written notice to the Contractor. If terminated early by the Children's Board, the Independent Contractor shall be paid for Services successfully performed to the date of the notice of termination.

**B. SCOPE OF SERVICES**

The term "Services" means the work to be performed by the Independent Contractor under this Agreement. The Independent Contractor shall perform the Services described below in accordance with the negotiated time period in the Agreement:

See Attachment (A), which is attached hereto and incorporated into this Agreement by reference.



**C. COMPENSATION**

The Children's Board Project Manager shall review and determine if all deliverables were satisfied per the signed Agreement and shall pay compensation set forth below if the products and final performance are in accordance with this Agreement.

See Attachment (B), which is attached hereto and incorporated into this Agreement by reference.

The Children's Board's Project Manager of the Services for payment is [CBHC staff Director].

The Independent Contractor's total compensation for performance of the Scope of Services is described in Attachment (B).

Certain expenses may be reimbursed if the expenses and the amount or rate of reimbursement are also described on Attachment (E). The Children's Board may request additional information to verify performance.

When the Children's Board determines that the invoices are satisfactory, and deliverables have been met, the Children's Board shall pay the Independent Contractor within thirty (30) - days after submission of a complete invoice. The final invoice must be received by the Children's Board no later than forty-five (45) - days after the end date of the Agreement.

**D. STATUS/RIGHT TO BENEFITS**

The Independent Contractor acknowledges and agrees that he or she is not an employee of the Children's Board and is not entitled to any employee benefits.

The Independent Contractor is not protected by the immunity granted to public employees under Section 768.28, Florida Statutes. The Independent Contractor shall be liable for any accidents incurred or negligence (including automobile accidents) while performing this Agreement.

**E. MANNER OF PERFORMANCE OF SERVICES**

The Independent Contractor shall comply with Children's Board written and unwritten procedures regarding security, general conduct, use of equipment, and use of facilities, to ensure the Services and any work product are performed in a professional manner.

**F. OTHER SERVICES BY INDEPENDENT CONTRACTOR**

This is not an exclusive Agreement for the Services or the time of the Independent Contractor. The Independent Contractor may perform similar or dissimilar Services for other entities at any time.

**G. ITEMS TO BE FURNISHED BY INDEPENDENT CONTRACTOR**

The Independent Contractor shall supply the following items necessary for performance of Services:

See Attachment (C), which is attached hereto and incorporated into this Agreement by reference.

**H. ITEMS FURNISHED BY THE CHILDREN'S BOARD**

The Children's Board shall furnish the Independent Contractor the following items necessary for performance of Services:

See Attachment (D), which is attached hereto and incorporated into this Agreement by reference.

**I. EXPENSES**

The Children's Board shall reimburse the Independent Contractor the following expenses upon submission of the invoices paid by the Independent Contractor and such other documentation as the Children's Board may reasonably request:

See Attachment (E), which is attached hereto and incorporated into this Agreement by reference.

**J. LIMITATION ON AUTHORITY OF INDEPENDENT CONTRACTOR TO ACT AS A REPRESENTATIVE AND PUBLIC RECORDS**

The Independent Contractor has no authority to speak as a spokesperson for nor act or represent herself or himself as an agent of the Children's Board except in the following circumstances:

See Attachment (F), which is attached hereto and incorporated into this Agreement by reference.

All records prepared by or received by the Independent Contractor in the performance of this Agreement shall be considered public records when received by the Children's Board. If such records are not provided to the Children's Board and the Children's Board does not view such records, then those records shall not be deemed to be public records. However, both the Independent Contractor and the Children's Board shall comply with Chapter-119, Florida Statutes, and any contrary provision of this Agreement shall be void.

**K. LIMITATION ON AGREEMENT**

The Independent Contractor may not assign nor subcontract any of its rights or obligations under this Agreement without the prior written consent of the Children's Board.

**L. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the Children's Board and the Independent Contractor. No third party is an intended beneficiary. No third party has any cause of action to enforce the terms of this Agreement or a cause of action for damages due to its breach.

**M. INDEMNIFICATION**

The Independent Contractor agrees to be liable for and to indemnify the Children's Board against all third party claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Independent Contractor, or

arising out of the violation of any copyright law by the Independent Contractor, in the course of the performance of this Agreement. If the Independent Contractor and the Children's Board commit joint negligent acts, the Independent Contractor shall not be liable for nor have any obligation to defend or indemnify the Children's Board with respect to that part of the joint negligent act committed by the Children's Board. In no event shall the Independent Contractor be liable for nor have any obligation to defend or indemnify the Children's Board against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the negligent acts of the Children's Board.

#### **N. LITIGATION COSTS AND EXPENSES**

If any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including all attorneys' fees and expenses, and court costs even if not recoverable by law including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, reasonableness of the amount of attorneys' fees and costs and post-judgment proceedings. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

#### **O. COPYRIGHTS**

The Children's Board shall own and has the exclusive right to copyright, patent, or trademark all original works created or produced by the Independent Contractor, its subcontractors, or consultants for performance of this Agreement (such materials are called Work Product in this paragraph).

It is expressly agreed by the Independent Contractor that any Work Product for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, that is created by the Independent Contractor shall be considered a work made for hire.

It is expressly agreed by the Independent Contractor that all of its right, title and interest in and to Work Product that is not a work made for hire shall be assigned by Independent Contractor, its subcontractors or consultants to the Children's Board without further compensation. The assignment shall be of all the Independent Contractor's, sub-contractor's or consultant's right, title and interest in and to the Work Product in the United States and elsewhere. Upon request, Independent Contractor, its subcontractors or consultants will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by the Children's Board to assign the Work Product, or any portion thereof, fully and completely to the Children's Board and to enable the Children's Board, its successors and assigns to secure and enjoy the full and exclusive benefits and advantages thereof.

The Independent Contractor, its subcontractors, and consultants shall do all acts and sign such documents necessary or requested by the Children's Board to implement this paragraph (O).

The Independent Contractor shall require all contracts with its subcontractors or consultants to contain the requirements of this paragraph (O).

Any derivative works Independent Contractor, its subcontractors or consultants intends to create or has created for the performance of this Agreement are called Project Derivative Works in this paragraph and are listed on Attachment (G) which is attached hereto and incorporated into this Agreement by reference. Any work created by Independent Contractor, its subcontractors or consultants that is not listed on Attachment (G) shall be construed to be Work Product. The Children's Board claims no rights in or to the derivative works listed on Attachment (G).

This paragraph shall survive termination of this Agreement.

**P. NO MODIFICATION UNLESS IN WRITING/AUTHORITY OF PROJECT MANAGER**

No modification of this Agreement shall be valid unless in writing and approved by the Children's Board and the Independent Contractor.

The Children's Board's Project Manager shall have the authority to administer this Agreement on behalf of the Children's Board and to issue written approvals and directions for the proper and efficient performance of this Agreement by the Independent Contractor. The Project Manager shall not have authority to amend this Agreement.

**Q. VENUE AND LAW**

Venue for any action arising out of this Agreement shall reside in Hillsborough County, Florida. This Agreement shall be construed and enforced in accordance with Florida law without regard to the conflicts of law provisions of Florida law.

**R. INTEGRATION OF AGREEMENT**

This written Agreement contains the complete agreement of the parties on the subject matter of this Agreement. There are no such inducements, promises, or terms other than those contained in this written Agreement.

**S. E-VERIFY REQUIREMENT**

Florida Statute s. 448.095 E-VERIFY REQUIREMENT

Effective January 1, 2021:

It is the responsibility of the Vendor/Independent Contractor to register with and use the E-Verify system, to ensure compliance with E-Verify requirements, and the Vendor/Independent Contractor will verify the work authorization status of all newly hired employees paid for with Children's Board of Hillsborough County funding as Defined in Florida Statute s. 448.095.

It is the responsibility of the Vendor/Independent Contractor to ensure that all contractors and subcontractors performing work or providing services pursuant to Independent Contract

utilize the E-Verify the employment eligibility of all employees working for and hired by the subcontractor during the contract term.

For contracts entered into by the Vendor/Independent Contractor and third parties after January 1, 2021, the Vendor/Independent Contractor shall require any subcontractor to provide an annual affidavit that it has complied with Florida Statute s. 448.095 and such affidavits shall be made available to the Independent Contractor and/or the Children's Board upon request.

Pursuant to Florida Statute s. 448.095, the Vendor/Independent Contractor will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the Children's Board of Hillsborough County.

IN WITNESS WHEREOF, the INDEPENDENT CONTRACTOR and the CHILDREN'S BOARD have executed this Agreement by their authorized officials.

**WITNESS:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**WITNESS  
FLORIDA**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**CHILDREN'S BOARD OF  
HILLSBOROUGH COUNTY,**

By: \_\_\_\_\_  
Kelley Parris, Executive Director

\_\_\_\_\_  
(Date)

**AGREEMENT FOR INDEPENDENT CONTRACTOR**

**Attachment “A”**

**Description of Scope of Services**

Type of Service:

**AGREEMENT FOR INDEPENDENT CONTRACTOR**

**Attachment “B”**

**Compensation**

The Independent Contractor shall be paid as follows:

**AGREEMENT FOR INDEPENDENT CONTRACTOR**

**Attachment “C”**

**Items to be Furnished by the Independent Contractor**

CBHC does not assume responsibility for any of the Independent Contractors’ supplies and equipment left on the premises.

Independent Contractor will maintain general liability insurance, professional liability insurance, worker’s compensation insurance, and automobile liability insurance, including hired / non-owned autos with minimum limits required and approved by the Children’s Board of Hillsborough County during the duration of this agreement.

Independent Contractor will provide written proof of insurance on an approved ACORD form, naming the Children’s Board of Hillsborough County as an Additional Insured at our office address.

**AGREEMENT FOR INDEPENDENT CONTRACTOR**

**Attachment “D”**

**Items Furnished by the Children's Board**

**AGREEMENT FOR INDEPENDENT CONTRACTOR**

**Attachment “E”**

## **Expenses**

The Independent Contractor shall be reimbursed for the following items in the amounts or at the rates shown:

### **AGREEMENT FOR INDEPENDENT CONTRACTOR Attachment "F"**

#### **Authority of Independent Contractor to Act as a Representative**

NONE

### **AGREEMENT FOR INDEPENDENT CONTRACTOR**

#### **Attachment "G"**

#### **Project Derivative Works per Paragraph O.**

CHILDRENS BOARD OF HILLSBOROUGH COUNTY  
AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE s. 448.095  
E-VERIFY INDEPENDENT CONTRACTOR/VENDORS

Vendor/Agency Name \_\_\_\_\_

Agency Authorized Official \_\_\_\_\_

Agency Authorized Official Title \_\_\_\_\_

The above agency will comply with Florida Statute s. 448.095 E-Verify requirements as follows:

Effective January 1, 2021, it is the responsibility of the Vendor/Independent Contractor to register with and use the E-Verify system, to ensure compliance with E-Verify requirements, and will verify the work authorization status of all newly hired employees paid for with Children's Board of Hillsborough County funding as Defined in Florida Statute s. 448.095.

Effective January 1, 2021, it is the responsibility of the Vendor/Independent Contractor to ensure that all contractors and subcontractors performing work or providing services pursuant to the Independent Contract utilize the E-Verify system to verify the employment eligibility of all employees and contractors working for and hired by the subcontractor during the contract term.

For contracts entered into by the Vendor/Independent Contractor and third parties after January 1, 2021, the Vendor/Independent Contractor shall require any subcontractor to provide an annual affidavit that it has complied with Florida Statute s. 448.095 and such affidavits shall be made available to the Independent Contractor and/or the Children's Board upon request.

Pursuant to Florida Statute s. 448.095, the Vendor/Independent Contractor will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the Children's Board of Hillsborough County.

Under penalties of perjury I, \_\_\_\_\_, certify that the statement above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**Invitation to Bid**  
**Attachment “C”**  
**Bid Submittal Form Requirements**

**Project Title: Children's Board of Hillsborough County Janitorial Services**

**1002 E. Palm Ave., Tampa FL 33605**

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The Bid Submittal Form must be fully completed and returned. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of the Bid Submittal Form. All signatures must be executed by person(s) having contracting authority for the Proposer.

It is the responsibility of the Proposer to audit the correctness of a Bid before the Bid is submitted. The Proposer is solely responsible for the accuracy of information placed on this Bid Submittal Form including prices. Clerical or mathematical error is insufficient to void a successful Bid, but a Proposer may withdraw a sealed Bid Package prior to opening without a penalty.

Bids must be inclusive of all costs associated with the requested services. The Proposer is responsible for considering all costs prior to submitting a Bid and the Children's Board will incur no additional costs due to Bids that have not identified all costs.

By submitting a Bid, Proposer agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Invitation to Bid documents.

Invitation to Bid  
**Attachment "D"**  
**Bid Form**

**Project Title: Children's Board of Hillsborough County Janitorial Services**

**1002 E. Palm Ave., Tampa FL 33605**

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**Submitted:** \_\_\_\_\_, **2021.**

In submitting this Bid, the Proposer declares that he/she has had the opportunity to examine the locations and existing conditions of the janitorial services to be performed and is informed fully of all conditions pertaining to the locations for service. The Proposer has examined all contractual documents relative thereto, and has read the instructions to Proposers furnished, prior to the openings of Bids.

The Professional Firm proposes and agrees, if this Bid is accepted, to contract with the Children's Board of Hillsborough County, in the form of contract specified in **Attachment "B"**, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the work in full, and complete accordance with the shown, noted, and reasonably intended requirements of the services requested to the full and complete satisfaction of the Children's Board of Hillsborough County.

Please type or write legibly below. Illegible responses will be eliminated from consideration.

Location	Square footage	Weekly # of services requested	Cost per service	Cost per sq ft	\$ Total per month
1002 E. Palm Ave. Tampa	30,000 sq ft	6 days per week	\$	\$	\$
301 N. Palmer St. Plant City	7,915 sq ft	3 days per week	\$	\$	\$
5892 E. Fowler Ave. Temple Terrace	5,100 sq ft	3 days per week	\$	\$	\$
1271 Kingsway Rd. Brandon	3,900 sq ft	3 days per week	\$	\$	\$
116 W. Fletcher Ave. Tampa	4,500 sq ft	3 days per week	\$	\$	\$
3030 College Ave. Ruskin	3,600 sq ft	3 days per week	\$	\$	\$
7520 W. Waters Ave. Tampa	3,900 sq ft	3 days per week	\$	\$	\$
	<b>Total sq ft 58,915</b>				<b>Total Bid \$</b>

COMPANY NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

[Type or Print Name] \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Proposer's Contractor License No: \_\_\_\_\_  
[State/County]

License Expiration Date: \_\_\_\_\_