

# JANI-KING MAINTENANCE AGREEMENT

Jani-King of Tampa Bay  
2469 Sunset Point Rd., Suite 200  
Clearwater, FL 33765

### CUSTOMER NAME AND ADDRESS

Hillsborough County Sheriff's Department  
2008 E. 8<sup>th</sup> Ave.  
Tampa, FL 33605

### FREQUENCY

5 Services per week  
5 Services per week  
5 Services per week  
5 Services per week  
3 Services per week  
5 Services per week

### CONTRACT AMOUNT

\$750.00 per month  
\$488.00 per month  
\$9,303.00 per month  
\$9582.00 per month  
\$300.00 per month  
\$1377.00 per month

Aviation Department – Vandenburg  
Facilities Management  
District II – Falkenburg Rd.  
Sheriff's Operation Center  
6800 N. Dale Mabry Hwy., Suite 198-B  
1301 N. Morgan St.

**START DATE :** Aviation Dept. – Vandenburg – 4/14/05  
Facilities Management – 10/1/2003  
District II – Falkenburg – 10/1/03  
Sheriff's Operation Ctr. – 10/1/2003  
6800 Dale Mabry Hwy – 8/6/2004  
1301 N. Morgan St. – 6/23/05

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER Corporation d/b/a Jani-King of Tampa Bay as "Jani-King", "we", or "us". We refer to Hillsborough County Sheriff's Department as "you" or "Customer".

The term of this Agreement is one (1) year from the date our services begin ("Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least sixty (60) days before the anniversary date.

We agree to furnish all labor, equipment, supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the Contract Amount shown above.

The cost of trash liners and deodorizers are included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

### CUSTOMER

  
Signature

Comptroller  
Title

11/16/05  
Date

### JANI-KING

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PART A  
INSTRUCTIONS TO PROPOSERS

RFP NUMBER S-603-03(TS)

---

Proposal for: Janitorial Services for Hillsborough County Facilities  
Pre- Proposal Conference: February 27, 2003, at 10:00 A.M., Purchasing Department  
18<sup>TH</sup> Floor of the County Center, 601 East Kennedy Blvd.  
Tampa, Florida  
Proposal Opening Time: March 13, 2003, at 2:00 P.M.  
Place Of Proposal Opening: Purchasing Department  
18<sup>TH</sup> Floor of the County Center, 601 East Kennedy Blvd.  
Tampa, Florida

---

GENERAL TERMS AND PROVISIONS

1. EXPLANATION OF COMPETITIVE SEALED PROPOSAL METHOD OF PROCUREMENT

COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

- (a) All criteria for evaluation will be set forth in the proposal documents in order of importance. Only these criteria will be used to determine the best proposal.
- (b) Discussions may be held with all responsible proposers after proposals are opened for purposes of clarification. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible offers for the COUNTY.
- (c) Award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the COUNTY taking into consideration only the evaluation factors set forth in the request for proposal.

2. PROPOSALS

- (a) The herein included Instructions to Proposers (Part A); the Specifications (Part B); The Proposal (Part C); and the Agreement (Part D); together with all the attached documents therein identified, and Exhibits, constitute the entire "proposal package" (Contract Documents) concerning this present proposal matter. Said proposal package must be the basis upon which all proposals are offered and the same (the entire proposal package) must be kept together and returned intact (sealed from public view) to the Hillsborough County Department of Purchasing at the time and place therein specified. The Proposer must manually sign the Proposal (Part C) and should complete the attached document titled Equal Employment Opportunity/Affirmative Action Requirements, attached as Exhibit I of the Proposal (Part C).
- (b) Prices (proposals) must be quoted only upon the Proposal Form (Part C) herewith provided and no other Proposals will be accepted. Sealed Proposals may not be amended or otherwise changed by any writing placed outside the sealed Proposal package; except however, any such written "outside" communication by a Proposer shall be construed by Hillsborough County as indicating a withdrawal of the proffered sealed Proposal to which the communication relates (thereby causing the Proposer to have issued "No Proposal" for consideration by Hillsborough County). All prices quoted are to be F.O.B. job site in Hillsborough County, Florida where applicable.
- (c) As applies to this present proposal matter, the Proposer is hereby directed to cause delivery of his proposal to the Hillsborough County Department of Purchasing, 601 E. Kennedy Blvd., County Center 18<sup>th</sup> Floor, Tampa, Florida 33602, prior to the proposal opening time which is: 2:00 P.M. on March 13, 2003.

The delivery of said Proposal to the Department of Purchasing prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. For informational purposes, the Proposer is hereby advised that United States Postal Service delivery is made to the County's Post Office Box. Such delivery is not made directly to the Purchasing Department street address even if the Proposer specifies the street address and/or even if Express Mail Service is utilized; therefore, use of United States Postal Service may cause a delay in the receipt of said proposal. Proposers are cautioned to plan necessary delivery time accordingly. The Director of Purchasing will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). All proposals must be marked:

SEALED PROPOSAL FOR: S-603-03(TS), Janitorial Services for Hillsborough County Facilities  
TO BE OPENED AT DEPARTMENT OF PURCHASING  
601 E. KENNEDY BLVD, COUNTY CENTER 18th FLOOR, TAMPA, FL33602

Proposals must be signed by the Proposer with his signature in full. When a partnership is a Proposer, the proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The Proposal shall also bear the seal of the corporation. Anyone signing the Proposal as agent must file with it legal evidence of his authority to do so. Proposers who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Proposal. Failure to promptly submit this evidence of qualification to do business in the State of Florida may be basis for rejection of the Proposal.

- (d) The Proposer is solely responsible for reading and completely understanding the requirements and the specifications of the items proposed. The proposal opening time will be scrupulously observed. Under no circumstances will proposals delivered after the delivery time specified be considered.
- (e) Proposals may be withdrawn on written or telegraphic requests dispatched by the Proposer in time for delivery in the normal course of business prior to the time fixed for the opening of proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Proposer is placed in the mail and postmarked prior to the time set for the opening of proposals. Negligence on the part of the Proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened by Hillsborough County at the appointed time and place. Proposers may not withdraw or modify their proposals after the appointed proposal opening time. Said Proposals shall be in force for a period of not less than ninety (90) days after the proposal opening time. Further, said Proposal shall continue in force after said ninety (90) day period, until thirty (30) days following the date of receipt by County of written notice from the Proposer of his/her intent to withdraw his/her proposal, or until the date specified in said written notice as the expiration date of the Proposal, whichever is later. The aforementioned Proposal times will remain in effect irrespective of whether an award has theretofore been made by Hillsborough County. Notwithstanding the provisions of the preceding sentence, the Proposer may extend his/her Proposal at any time prior to the scheduled expiration thereof. Proposers may not assign or otherwise transfer their Proposals prior to or after the Proposal opening time.
- (f) At the time and place fixed for the opening of proposals (see above), every proposal properly delivered within the time fixed for receiving proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Proposers and other persons interested may be present or represented.
- (g) Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- (h) No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Hillsborough County Director of Purchasing. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the

form of a written addendum which, if issued, will be posted on the Purchasing Department's website at [www.hillsboroughcounty.org/purchasing](http://www.hillsboroughcounty.org/purchasing) at least five (5) days prior to the date fixed for the opening of proposals. Failure of a Proposer to receive any such addendum or interpretation shall not relieve said Proposer from an obligation under their proposal as submitted. All addenda so issued shall become part of the Contract Documents.

- (i) Either cash, a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, submission of a Proposal Bond completed and signed by all required parties and submitted in the format detailed by Exhibit III to the Proposal (Part C), will be required to accompany each proposal in a stated dollar amount of \$30,000.00. Any submitted certified check, cashier's check, or an irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law. Surety on Proposal Bonds shall be a duly authorized surety company sanctioned to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal checks are not acceptable to Hillsborough County.
- (j) Before submitting proposals, Proposers must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this proposal package. No pleas of ignorance of conditions or difficulties that may exist, prior to the Proposal opening or of conditions or difficulties that may be encountered in the execution of the services pursuant to this proposal package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Successful Proposer/ Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

### 3. TAXES

For purposes of this present proposal matter, State Sales Tax and Federal Excise Taxes cannot be included in the proposal, as Hillsborough County is tax exempt. The Director of Purchasing will sign exemption certificates submitted by the successful Proposer.

### 4. PROPOSAL ERRORS

Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the Proposer. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Contract Documents will govern.

### 5. DEVIATIONS

As concerns this present proposal matter, all proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the Instructions to Proposers (Part A); the Specifications (Part B); and the Agreement (Part D). Such deviations must be stated upon the Proposal (Part C); otherwise Hillsborough County will consider the subject proposal as being made in strict compliance with said Instructions to Proposers (Part A); the Specifications (Part B); and the Agreement (Part D); the Proposer being held therefor accountable and responsible. Proposers are hereby advised that Hillsborough County will only consider proposals that meet the specifications and other requirements imposed upon them by this proposal package. In instances where a deviation is stated upon the Proposal (Part C), said proposal will be subject to rejection by Hillsborough County in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the Instructions to Proposers (Part A); the Specifications (Part B); and the Agreement (Part D); except, however, said proposal may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the request for proposal process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other Proposers.

6. **NO PROPOSAL**

Any firm, corporation, business or individual not submitting a proposal as concerns this present proposal matter should, nevertheless, respond relative to the time and place for the receipt of proposals (as above described) clearly marking the Proposal (Part C) "NO PROPOSAL". Said non-proposer should return the entire proposal package; indicating upon the said Proposal (Part C) the reason for the non-proposal. Failure by non-proposer to comply herewith may result in the removal of their names from the Proposers' mailing list.

7. **CONDITION OF MATERIALS AND PACKAGING**

In instances where the Specifications (Part B) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Proposer pursuant to the requirements imposed upon said Proposer by this proposal package, will be NEW and in FIRST CLASS CONDITION, all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful Proposers will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

8. **BRAND NAMES, ETC**

In instances where the Specifications (Part B) make this subject applicable, any use therein of brand names, manufacturers' makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon Proposers (other than as to quality) and Proposers may propose and describe upon the Proposal (Part C) deviations believed to be equal or better than the otherwise imposed requirement; provided, however, at the sole discretion of Hillsborough County, said County may determine whether such deviations are or are not, in fact, deviations from said imposed requirements. In instances where a deviation is stated upon the Proposal (Part C), said proposal will be subject to rejection by Hillsborough County in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the Instructions to Proposers (Part A), the Specifications (Part B), and the Agreement (Part D); except, however, said Proposal may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the request for proposal process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other Proposers.

9. **INFORMATION AND DESCRIPTIVE LITERATURE**

Proposers must furnish all requested information in the spaces provided on the Proposal (Part C). Additionally, where required pursuant to the provisions of this proposal package, Proposers must submit with their Proposal; cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; references to previously submitted material concerned with previous proposals not being acceptable to Hillsborough County.

10. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)**

In instances where such is applicable due to the nature of the proposal matter with which this proposal package is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposer's signature upon the Proposal (Part C) being by this reference considered a certification of such fact.

11. **NO ASSIGNMENT OF CONTRACT**

As concerns this present proposal matter, and unless the Specifications (Part B) indicate otherwise, no successful Proposer may make any assignment of the resulting contractual agreement between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of Hillsborough County.

12. **AWARD OF CONTRACT/REJECTION OF PROPOSALS**

A contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Proposer submitting the best proposal in compliance with the Specifications (Part B) and other requirements imposed by this proposal package, provided said proposal is considered (within the sole discretion of said Board of County Commissioners) reasonable, and in the best interest of Hillsborough County to accept. The Successful Proposer to whom a contract is awarded will be so

notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed proposal procedures. Hillsborough County, likewise, reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materialmen or employees. The ability of a Proposer to obtain a Performance Bond and/or Proposal Bond shall not be regarded as the sole test of such Proposer's competency or responsibility.

**13. CONTRACT DOCUMENTS**

The following constitute the Contract Documents (Title, Subtitles, Heading, Running Headlines, Table of Contents, and Indices are used merely for convenience purposes):

<u>Instructions to Proposers</u>	(Part A)
<u>Specifications</u>	(Part B)
<u>Proposal</u>	(Part C)
<u>Agreement</u>	(Part D)

All Addenda Issued by the County prior to the Receipt of Proposals.

**14. PERFORMANCE BOND**

A Performance Bond issued in a sum equal to **Twenty Five percent (25%)** of the total awarded contract amount by a surety company considered satisfactory by Hillsborough County and otherwise authorized to transact business in the State of Florida shall be required from the Successful Proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. Where applicable, the Performance Bond form will be included in the Contract Documents and said form must be properly executed by the surety company and Successful Proposer and submitted to Hillsborough County within ten days after notification by Hillsborough County of award of the contract. In lieu of the bond required by this section, the Successful Proposer may file with Hillsborough County an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in part II of chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by Hillsborough County.

**15. SECURITY FORFEITURE**

If within ten days after notification by Hillsborough County of the COUNTY'S award of a contract, the Successful Proposer/Contractor refuses or otherwise neglects to execute the required written contract and fails to furnish the required Performance Bond, or acceptable alternative form of security as stipulated herein, the amount of the Proposer's security (cash, check, Proposal Bond or other) shall be forfeited and the same shall be retained by Hillsborough County. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his proposal security or as a defense to any action based upon the neglect or refusal to execute a written contract.

**16. LAWS AND REGULATIONS**

The Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written.

**17. APPLICABLE LAW**

Unless otherwise specified, all phases and provisions of this Agreement, including but not limited to interpretation, proposing, award, execution and implementation, shall be governed by the laws, rules, and regulations of the State of Florida.

**18. EXECUTION OF WRITTEN CONTRACT**

The successful Proposer will be required to sign a written contract which has been made a part of this Proposal Package and identified as the Agreement (Part D). Said written contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the COUNTY to this Successful Proposer/Contractor; said signing to be accomplished within ten (10) days after Notice of Award. The above mentioned signing will take place at an Award Conference, the date which will be set forth in the Notice of Award.

**19. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference concerning this present proposal matter will be conducted by Hillsborough County at:

PLACE: Hillsborough County Purchasing Department  
18<sup>TH</sup> Floor of the County Center, 601 East Kennedy Blvd., Tampa, Florida  
TIME: 10:00 a.m., DATE: February 27, 2003  
PHONE NUMBER (813) 272-5790

All interested parties are encouraged to attend.

**20. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM**

Hillsborough County hereby notifies all Proposers that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.

**21. FISCAL NON-FUNDING CLAUSE**

In the event sufficient budget funds are not available for a new fiscal period, the COUNTY shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

**22. PUBLIC ENTITY CRIMES STATEMENT**

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

**23. DRUG FREE WORKPLACE PROGRAM**

Pursuant to Section 287.087, Florida Statutes, proposers may submit a certificate certifying that they have implemented a drug free workplace program with their proposals. If two or more proposals are equal in price, quality, and service, preference will be given in the award process to the proposer who has furnished such certification with their proposal. Certificate forms are available from the Purchasing Department.

**24. BID RESULTS**

Preliminary results (or listings of Proposers in the case of RFP's) are available on the Purchasing Department's website at [www.hillsboroughcounty.org/purchasing](http://www.hillsboroughcounty.org/purchasing). The bid results

can be viewed on the Notice of Bids page by clicking on the "View Archived Bids and Tabulation" link.

25. **SPECIAL INSTRUCTIONS**

**CHANGE ORDERS DELEGATED TO THE DIRECTOR OF PURCHASING**

CHANGE ORDERS - Without invalidating the Contract, the COUNTY, through its Director of Purchasing, reserves the right to, at any time or from time to time, enter into change orders (the cumulative total of which shall not exceed \$50,000.00) for additional facilities or revisions in the service to be rendered under this Contract. Once the \$50,000.00 cap is reached, all other additions or revisions in the service shall be valid and enforceable only when evidenced by a written modification executed and approved by the CONTRACTOR and the COUNTY.

26. **PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 691112 AND 69-1119**

The submission of any proposal in response of this RFP constitutes a bid for the Governmental Purchasing Council of Hillsborough County, made under same conditions, for the same contract price, and for the same effective period as the proposal, to all public entities in Hillsborough County. (SEE List of Members below).

Any Hillsborough County public entity may elect to utilize this RFP at their option. All Hillsborough County public entities will issue their own purchase orders and coordinate the delivery locations and quantities with successful proposer(s). Hillsborough County Government will not be responsible for any transactions between the successful proposer (s) and Hillsborough County public entities that may elect to utilize this RFP. All terms, prices and conditions of this RFP will apply between the proposer(s), and any other Hillsborough County public entities utilizing this RFP. NOTE: THE QUANTITIES ESTIMATED IN THIS RFP ARE FOR HILLSBOROUGH COUNTY ONLY

ATTACHMENT 1  
HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

**City of Tampa**  
306 E. Jackson St.  
Tampa, FL 33602  
Joan McConnell, Purchasing Director  
po24@ci.tampa.fl.us  
Kendal Capaz, Purchasing Mgr. (Alternate)  
po15@ci.tampa.fl.us  
<http://www.ci.tampa.fl.us>  
Phone: (813) 274-8353  
FAX: (813) 274-8355

**City of Plant City**  
P. O. Drawer C  
Plant City, FL 33564  
Phil Waldon, City Manager  
Bob Bedell (Alternate)  
Phone: (813) 757-9144  
FAX: (813) 757-9154  
pwald1@ix.netcom.com  
<http://www.ci.plant-city.fl.us>

**City of Temple Terrace**  
Mr. Kim D. Leinbach  
City Manager  
11250 N. 56th St.  
P. O. Box 16930  
Temple Terrace, FL 33687  
(813) 989-7100  
FAX: (813) 989-7185  
<http://www.templeterrace.com>

**Clerk of Circuit Court**  
601 E. Kennedy Blvd. -13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Jackie Burns, General Manager I  
Joy Caruso, Buyer (Alternate)  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521

**Expressway Authority**  
412 E. Madison, Suite 800  
Tampa, FL 33602  
Shari Callahan  
shari@thcea.org  
Patrick McCue, Executive Director  
Mary Hall, Asst. Director (Alternate)  
Phone: (813) 272-6740  
FAX: (813) 273-3730

**Hills. Area Regional Transit Authority**  
4305 E. 21st Avenue  
Tampa, FL 33605  
John Clark, Procurement Manager  
Phone: (813) 623-5835  
FAX: (813) 664-1119  
BittekeE@Hartline.org  
Lakat@Hartline.org

**Hillsborough County Aviation Authority**  
P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Doug Hanlon, Purchasing Manager  
Richard Frensley, Buyer (Alternate)  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
dhanlon@tampaairport.com

**Hillsborough County School Board**  
P. O. Box 3408  
Tampa, FL 33601-3408  
William Borrer, Purchasing Supervisor  
Hank Morbach, Principal Buyer (Alternate)  
Phone: (813) 272-4327  
FAX: (813) 272-4007  
Bill.Borrer@sbhc.k12.fl.us  
<http://www.ideas-classroom.org>

**Hillsborough Community College**  
P. O. Box 31127  
Tampa, FL 33631-3127  
Paul Johnson, Purchasing Manager  
pjohnson@hcc.cc.fl.us  
Vonda Melchior  
Melchior@hcc.cc.fl.us  
Terry Fryman  
Phone: (813) 253-7060  
FAX: (813) 253-7561

**Hillsborough County Purchasing Dept.**  
601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110, Tampa, FL 33601-1110  
Lula F. "Lu" Banks, Director  
Lynne Fillmon, Purchasing Manager  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
FOD: (813) 272-5938  
fillmon@hillsboroughcounty.org

**Hillsborough County Sheriff**  
P. O. Box 3371  
Tampa, FL 33601-3371  
Jane Merriam, Exec. Buyer  
Phone: (813) 247-8054  
FAX: (813) 247-0907  
jmerriam@hcsotampa.fl.us  
<http://www.hcso.tampa.fl.us>

**Hillsborough County State Attorney**  
South Annex Tower -5th Floor  
Tampa, FL 33602  
Elvin Martinez, Jr., Administrator  
Geraldine Battle  
battle\_g@sao13th.com  
Phone: (813) 274-1998  
FAX: (813) 272-7014

**Property Appraiser**  
601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Mike Cook, Asst. Deputy Prop. Appr.  
Brandon Spicola, Storekeeper (Alter.)  
Phone: (813) 276-8831  
FAX: (813) 272-5519  
custserv@proprr.co.hillsborough.fl.us  
<http://propappr.co.hillsborough.fl.us>

**Supervisor of Elections**  
601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Donna Schomer, Purchasing Agent  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
<http://www.votehillsborough.org>

**City of Tampa Housing Authority**  
808 South Rome Ave.  
Tampa, FL 33607  
Denise Surles, Director  
Andrew Persaud, Purchasing Agent  
Phone: (813) 253-0551 Ext. 319 or  
Phone: (813) 253-0551 Ext. 315  
FAX: (813) 251-4522

**Tampa Palms Community Dev. Dist.**  
18311 Tampa Palms Blvd W  
Tampa, FL 33647  
John Daugirda  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
cddtampa@gte.net

**Tampa Port Authority**  
1101 Channelside Drive  
Tampa, FL 33602  
David Webb, Fiscal Analyst  
Phone: (813) 905-7678  
FAX: (813) 905-5109  
[lswenson@tampaport.com](mailto:lswenson@tampaport.com)

**Tampa Sports Authority**  
4201 N. Dale Mabry Hwy.  
Tampa, FL 33607  
Joseph Haugabrook, Purchasing Director  
Phone: (813) 350-6500 ext. 6510  
FAX: (813) 673-4308  
haugabj@mail.state.fl.us

**Tax Collector**  
601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Dawn Antinori, Senior Manager  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
antinori@hctc.co.hillsborough.fl.us

**The Children's Board of Hills. County**  
1205 E. 8th Avenue  
Tampa, FL 33605  
Bill Jones, Sr. Manager  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
bjones@childrensboard.org

Hillsborough County Purchasing Council bids may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County.

# JANI-KING MAINTENANCE AGREEMENT

---

Jani-King of Tampa Bay  
2469 Sunset Point Rd., Suite 200  
Clearwater, FL 33765

## CUSTOMER NAME AND ADDRESS

Hillsborough County Sheriff's Department  
2008 E. 8<sup>th</sup> Ave.  
Tampa, FL 33605

## FREQUENCY

5 Services per week  
5 Services per week  
5 Services per week  
5 Services per week

## CONTRACT AMOUNT

\$750.00 per month  
\$488.00 per month  
\$8,927.00 per month  
\$9,287.00 per month

Aviation Department – Vandenburg  
Facilities Management  
District II – Falkenburg Rd.  
Sherrif's Operation Center

## START DATE :

---

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER Corporation d/b/a Jani-King of Tampa Bay as "Jani-King", "we", or "us". We refer to Hillsborough County Sheriff's Department as "you" or "Customer".

The term of this Agreement is one (1) year from the date our services begin ("Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least sixty (60) days before the anniversary date.

We agree to furnish all labor, equipment, supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the Contract Amount shown above.

The cost of trash liners and deodorizers are included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

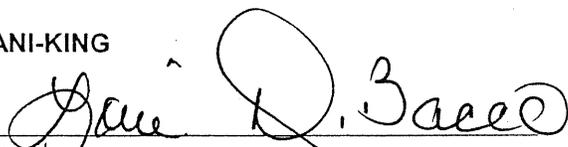
## CUSTOMER

\_\_\_\_\_  
Signature

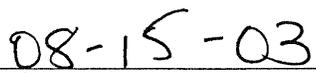
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## JANI-KING

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

---

**You have the right to cancel this Agreement if we are not performing satisfactorily.** Minor deficiencies in performance are not grounds for cancellation of this Agreement. You must provide us thirty (30) days written notice of your intent to cancel and must state in detail the nature of any defect in performance. We have fifteen (15) days after we receive your notice to correct the defect in performance. If the defect is not corrected within fifteen (15) days then this Agreement shall be canceled effective thirty (30) days from the date of your first notice. We are entitled to one (1) month's service charge if you cancel this Agreement without thirty (30) days prior written notice.

**You agree to pay us by the last day of each month (the "Due Date") for services and supplies rendered during the month.** You also agree to pay any sales or use tax due on services and supplies. If we do not receive payment by the fifteenth (15th) of the following month, a finance charge equal to the maximum rate allowed by law will accrue from the Due Date.

We may declare you in default of this Agreement and immediately suspend services if we fail to receive payment for services or supplies by the Due Date. We may cancel this Agreement with thirty (30) day notice. If we cancel this Agreement, we are not waiving any monies you owe us.

You agree to pay any costs we incur to collect any sums due under this Agreement, including reasonable attorneys' fees. Furthermore, you agree to pay any attorneys' fees and costs incurred in any administrative and/or appellate proceedings.

We are an independent contractor and are not and will not be, during the term of this Agreement, an employee or agent of yours. We are not within the protection or coverage of your Workers Compensation Insurance. No withholding of Social Security, Federal or State Income Tax or other deductions will be made from the sums paid to us because they are contract payments and not wages.

The people we select to perform our obligations will be our franchisees, employees, or subcontractors. We may assign or sublet the whole or any part of our interest or obligations under this Agreement to one of our franchisees, affiliates, partners, or subsidiaries.

You agree not to employ or contract with any of our franchisees, employees, agents, or employees of our franchisees during the term of this Agreement and within 180 days after cancellation of this Agreement.

Services for New Year's Day, 4th of July, Thanksgiving, and Christmas are not included in the Contract Amount of this Agreement.

Jurisdiction and venue for any suit between us shall be the county where our Regional Office is located.

You agree that the Contract Amount shall be adjusted up or down, based on changes in the Consumer Price Index, on each anniversary date of this Agreement. The maximum change in any given year shall be six percent (6%).

Our rights and duties under this Agreement are personal and may not be assigned, transferred, waived or otherwise affected in any way by any of our employees, representatives, or franchisees.

If any part of this Agreement is declared invalid, the remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

Both of us have reviewed and discussed the terms of this Agreement and the attached Cleaning Schedule, and acknowledge that the terms reflect the entire agreement between us. Any changes or modifications to this Agreement must be in writing and signed by both of us.

Acceptance of Terms and Conditions : Jani-King LD Customer \_\_\_\_\_

# JANI-KING MAINTENANCE AGREEMENT

Jani-King of Tampa Bay  
2469 Sunset Point Rd., Suite 200  
Clearwater, FL 33765

### CUSTOMER NAME AND ADDRESS

Hillsborough County Sheriff's Department  
2008 E. 8<sup>th</sup> Ave.  
Tampa, FL 33605

### FREQUENCY

5 Services per week  
5 Services per week  
5 Services per week  
5 Services per week

### CONTRACT AMOUNT

\$750.00 per month      Aviation Department – Vandenberg  
\$488.00 per month      Facilities Management  
\$9,303.00 per month      District II – Falkenburg Rd.  
\$9,287.00 per month      Sherrif's Operation Center

### START DATE :

This Agreement has been written in an informal style to make it easier to understand. In this Agreement, we refer to DAZSER Corporation d/b/s Jani-King of Tampa Bay as "Jani-King", "we", or "us". We refer to Hillsborough County Sheriff's Department as "you" or "Customer".

The term of this Agreement is one (1) year from the date our services begin ("Start Date"). This Agreement will automatically renew on each anniversary date for an additional one (1) year period under the same terms and conditions unless we receive written notice of your intention to cancel our services at least sixty (60) days before the anniversary date.

We agree to furnish all labor, equipment, supplies and supervision necessary to provide the cleaning services described in the attached Cleaning Schedule for the Contract Amount shown above.

The cost of fresh liners and deodorizers are included in the Contract Amount.

We both agree to make the attached Terms and Conditions and Cleaning Schedule a part of this Agreement.

CUSTOMER

JANI-KING

Signature

Signature

Title

Title

Date

Date