

# Office of Inspector General City of Jacksonville, Florida



## Management Review Janitorial Services at Various Parks Locations 2024-0044

September 17, 2024

A handwritten signature in black ink that reads "Matthew J. Lascell". The signature is written in a cursive style and is positioned above a horizontal line.

Matthew J. Lascell  
Inspector General

## Executive Summary

In July 2024, the Office of Inspector General (OIG) received a complaint from Rey Coll, the Parks Liaison Officer with the Jacksonville Sheriff's Office, City of Jacksonville (COJ). Coll reported that he had observed restrooms in city parks not being adequately cleaned according to the standards required in the COJ contract. He also informed the OIG that he had received complaints from COJ park employees about the restrooms and that Arnita Curry (Curry), the Grounds Maintenance Working Foreman for Playgrounds and Centers, would be the person to contact for more information.

The OIG contacted Curry and Douglas Brooks, Park Maintenance Supervisor for Playgrounds and Centers, via telephone and inquired about the cleanliness of restrooms in city parks. They reported to the OIG that they also had observed restrooms that appeared not to be adequately cleaned.

The OIG reviewed COJ Contract JSC-0452-20 and conducted random inspections of restrooms in city parks on days they were required to be cleaned. Based on those inspections, some restrooms appeared clean, and others did not.

Based on the complaints and the review of COJ Contract JSC-0452-20, the OIG initiated a Contract Review to identify any lack of oversight or compliance issues.

The OIG contacted the Parks, Recreation, and Community Services Department and requested all daily reports, written reports, quality assurance inspection reports, and records showing that the vendor notified them within the time required so that repair actions could be scheduled and initiated.

The Parks, Recreation, and Community Services Department responded to the request and reported that the COJ Contract JSC-0452-20 did not require daily reports, written reports, quality assurance inspection reports, or documents showing that the Parks, Recreation, and Community Services Department were notified within the allotted time required.

## Background

In July 2020, COJ Contract JSC-0452-20, Janitorial Services at Various Parks Location Recommendation, was awarded to two vendors totaling \$282,117.00 to provide janitorial services to restrooms in 89 city parks.

## Issues, Governing Directives, and Findings

### Issues:

Lack of Oversight and Compliance.

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Governing Directives:

JSC-0452-20 Janitorial Services at Various Parks Locations (see attached contract and below for contract summary)

JSC-0452-20

SCOPE

The vendor shall continue in service based on their level of performance meeting the intent of the specifications.

SPECIFICATIONS

CLEANING REQUIREMENTS: Restroom cleaning is to be performed according to the checklist items for each particular frequency of cleaning. All tasks must be performed as scheduled.

General

A daily report on each facility will be sent to the designated department staff person via email or fax, containing the following information: facility deficiency log noting any broken faucets, inoperable lighting, toilet stoppage, broken dispensers, vandalism, leaks, etc.

ASSESSMENT FOR FAILED PERFORMANCE

The contractor will be expected to correct a daily requirement deficiency by the end of the next duty day. Failure to correct the previous day's deficiency during the next day will result in a penalty assessment. The penalty assessment will be withheld from the monthly invoice for the services normally performed for failure to complete all required services. This fee will continue daily until the discrepancy is remediated.

Scheduled weekly and monthly requirements will require a minimum of 24 hours to correct all deficiencies before being considered for assessment. Missed weekly and monthly services after the 24-hour corrective time will result in a daily rate being withheld from the monthly invoice.

Scheduled periodic requirements will have a minimum of 48 hours to correct all deficiencies before being considered for assessment. After 48 hours of corrective time, missed services will be subject to a daily rate reduction until corrective action occurs. Without exception, if a nightly or daytime cleaning service is missed for any reason, the full day's price shall be deducted from the invoice. All assessments will be implemented using the "Parks, Recreation, and Community Services Notice of Assessment Form" included in these specifications.

The assessment will be calculated by taking the daily service cost for the unit (s) missed. An accumulation of six (6) penalties will be considered justification for a contract cancellation.

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### Findings:

There are no documents or daily reports to confirm that the restrooms in 89 city parks were adequately cleaned per the contract. There are also no "Parks, Recreation, and Community Services Notice of Assessment Forms" to confirm deficiencies were corrected within the contract's allotted time limit.

### **Recommended Corrective Actions**

Add the following recommendations to the contract.

1. Post a bathroom cleaning log in the restrooms and conduct random inspections to ensure compliance.
2. Ensure the vendor sends a daily report on each facility to the designated department staff person.
3. Ensure the "Parks, Recreation, and Community Services Notice of Assessment Forms" are completed and retained.

### **Management's Response**

The Parks Department partially agreed to the OIG recommendations:

1. Posting a bathroom cleaning log in each restroom is a good thought, but not practical. Cleaning logs will likely be removed or destroyed by restroom visitors. We could request that the vendor take a picture and send when leaving facility- similar to Amazon delivery, but since not required by RFP it would have to be by mutual agreement.
  2. The RFP states "RFP 2. D. 1. A daily report on each facility will be sent to the designated department staff person via email or fax, containing the following information: facility deficiency log noting any broken faucets, inoperable lighting, toilet stoppage, broken dispensers, vandalism, leaks, etc." No daily reports: The intent of this section of the RFP was not for the vendor to send daily reports for each and every restroom cleaned daily, but for the vendor to send a daily report of broken faucets, inoperable lighting, toilet stoppage, etc. -things that needed to be immediately addressed by the Department. The Department developed a process for quick response to such issues by requesting vendors notify department staff promptly by text, email or phone when such issues are identified. It was determined that this method expedites repairs as needed and puts the facilities back into service as quickly as possible.
  3. Written quality assurance inspection reports were not completed by Parks staff. When a deficiency is identified, field staff immediately contact the vendor who responds with corrective action. Staff follow up to ensure deficiencies are corrected.
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Going forward, the Department agrees that when deficiencies are not corrected, Notice of Assessment forms will be utilized.

Note: Contract effective period for this RFP ends 11/11/24 with no renewals. The Department advertised a new RFP but is considering self-performing these functions.

### **Inspector General Standards**

This report/review has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles and Quality Standards for Investigations.

*“Enhancing Public Trust in Government Through Independent and Responsible Oversight”*

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## TERMS AND CONDITIONS

### JANITORIAL SERVICES AT VARIOUS PARKS LOCATION

#### 1. SCOPE

The City of Jacksonville, Parks, Recreation and Community Services Department, has a current requirement to obtain Janitorial Services for the cleaning and maintenance of park restrooms as noted in the bid documents provided. The basis of award will be by Geographical Group to the lowest responsive, responsible bidders. Bidders must bid all locations within the group as a whole to be considered for award of that group. ALL awards are subject to the availability of funds. The intent is to provide a purchase order to cover a twelve-month period based on the unit price. The vendor shall continue in service based on their level of performance meeting the intent of the specification. The City reserves the right to reject any or all bids as deemed in its best interest.

#### 2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder grand total amount. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

#### 3. TERM OF AGREEMENT

The terms of this agreement will be two (2) years, with two (2) one (1) year renewal options..

#### 4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

- a) The company bidding must have been engaged in the business of performing commercial janitorial services for a minimum of thirty-six (36) consecutive months prior to bid opening date.
- b) Must submit their last annual financial statement with the respective bid.
- c) Must provide a list of contracts held for the previous thirty-six (36) months, including name, address, and telephone of point of contact and dollar value of each contract.
- d) Must submit a list of all commercial grade equipment that will be used to perform the services as outlined in this bid. Bids will only be considered from contractors which have suitable equipment to maintain this contract. List must include equipment type, model, and quantity owned by the company. Pre-award inspection of the company's equipment may be made prior to award.
- e) Must possess an established Federal Employee Identification Number and list the number on the Bid Form in the appropriate area.
- f) Must have an operating office within Duval County prior to notice to proceed.

#### 5. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

## 6. CITY QUALITY ASSURANCE

The City of Jacksonville, Florida, Parks, Recreation and Community Services Department will perform quality assurance inspections of each facility to ascertain compliance to the specifications. Inspections will be physical, or virtual, for those areas with controlled access or camera systems. Virtual inspection will only be for the purpose of verifying workers presence (or lack thereof). If a virtual inspection verifies that no workers entered the controlled area, penalties will apply.

## 7. ASSESSMENT FOR FAILED PERFORMANCE

A designated staff member will be available to discuss any discrepancy noted in an inspection, but the contractor will be expected to correct a daily requirement deficiency by the end of the next duty day. Failure to correct the previous day's deficiency during the next day will result in a penalty assessment.

The penalty assessment will be withheld from monthly invoice for the services normally performed, for failure to complete all required services. This fee will continue, daily, until the discrepancy is remediated.

Scheduled weekly and monthly requirements will have a minimum of 24-hours to correct all deficiencies before being considered for assessment. Missed weekly and monthly services after 24-hours corrective time will enter into penalty of daily rate being withheld from monthly invoice.

Scheduled periodic requirements will have a minimum of 48-hours to correct all deficiencies before being considered for assessment. Missed services after 48-hours corrective time will enter into a daily rate reduction until corrective action has taken place.

Without exception, if a nightly or daytime cleaning service is missed for any reason, the full day's price shall be deducted from the invoice. All assessments will be implemented using the "Parks, Recreation and Community Services Notice of Assessment Form" included in these specifications.

The assessment will be calculated by taking the daily cost of service for the unit (s) missed.

Assessments are intended to act as an incentive for the contractor to perform in full compliance with the specifications. Such deductions will continue until said cleaning is performed or the cleaning contract is cancelled. An accumulation of six (6) penalties will be considered justification for a contract cancellation.

## 8. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

## 9. PRICES

Prices given shall include all labor, cleaning supplies, equipment, transportation, employees, uniforms and fuel charges to provide these services at each location as outlined in the bid documents Bid Proposal Form. All Daily Rate prices given must include all tasks listed within the Specifications, Daily Tasks section. Weekly Rate prices given shall be calculated using the Daily Rate given multiplied by number of days service is provided throughout the week. In case of errors, daily unit prices will govern. Proposals in which the prices obviously are unbalanced will be rejected.

## 12. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended

totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

**13. INSURANCE/INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate. The awarded bidder is required to submit their insurance certificate within ten (10) days after notice of award.

**14. REPORTING**

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

**15. SUPPLIER ACCESSIBILITY**

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.



## SPECIFICATIONS

### JANITORIAL SERVICES AT VARIOUS PARKS LOCATION

1. **LOCATION:** The parks, which are located throughout the City of Jacksonville, have been divided into two groups with Year Round Parks and Seasonal Round Parks. Tables detailing the parks in each of the two groups are included in the Bid Proposal Form.

Janitorial services shall be performed at locations, times and intervals as outlined in the bid proposal form.

Bidders need to pay particular attention to the staffing requirement for each individual location; some locations have multiple restroom facilities in the park. Furthermore, some of the locations listed will have seasonal cleaning which will have certain locations at various Parks cleaned by the Athletic Association. A schedule will be provided to the contractor prior to the start of the season as to which facilities will not require cleaning.

Some locations may be suspended for service due to usage at certain times of the year. A schedule will be provided to the contractor of which locations to suspend service and reduce their invoice accordingly.

Hanna Park Dolphin Plaza, Pelican Plaza and other Park locations that are partially closed will only require cleaning before and after a scheduled event and may require consecutive days of cleaning either in the late evening or early morning (e.g. Friday night or early Saturday morning and then Saturday night or early Sunday morning) . Bidders shall provide a quote for a per EVENT price on the Bid Proposal Form. Parks, Recreation and Community Services will notify the Awarded Bidder within forty-eight (48) hours prior to a scheduled event (s) in order to arrange for janitorial services and restocking of supplies or changes or the contract.

Additional cleanings during Holiday weekends such as Memorial Day, Independence Day and Labor Day will be required at certain locations.

Prospective bidders are encouraged to schedule site visits through the Parks, Recreation and Community Services Department. A special sign in sheet will be provided for bidders to select the location they wish to visit.

Until the City issues a Notice to Proceed with a specific start date via Purchase order (PO), the successful bidder shall NOT proceed with providing services. The City shall not be liable for any expenses incurred by the awarded bidder prior to such start date as stated on the PO.

A successful bidder upon award shall not sublet nor assign his receivables without prior written approval from the appropriate City authority.

2. **LABOR AND EQUIPMENT:** The City of Jacksonville will furnish paper products including toilet paper and paper towels and trash can liners for use by customers utilizing the facilities. Contractor will be responsible for picking-up paper products and trash liners at the Park supply warehouse located at 555 West 44<sup>th</sup> Street, Jacksonville, FL.

The Contractor shall furnish all labor, materials (including cleaning chemicals) equipment, tools, transportation, and supplies required to provide the service (daily, monthly and quarterly tasks) in accordance with contract documents. No equipment shall be stored at the City Parks.

The City will not be responsible for any loss, theft, damage or vandalism to Contractor's property.

All employees shall be supplied by the Contractor. All employees of the Contractor shall be professionally dressed and be expected to behave professionally and courteously while in the park.

3. **CLEANING REQUIREMENTS:** Restrooms cleaning is to be performed according to the check list items that are listed below for each particular frequency of cleaning. All tasks are required to be performed as scheduled. If the restroom has a stopped up sink, toilet, or urinal, the vendor is required to remove debris from the fixture and attempt to plunge or unclog to get it flowing. This is considered normal janitorial maintenance for the upkeep and healthy condition of the facility. If for some reason this procedure does not eliminate the problem, the Parks, Recreation and Community Services department is to be notified immediately so that the repair actions can be scheduled and initiated.

#### A. Daily Tasks

1. Remove uric acid scale, mineral and organic accumulations from inside of toilet bowls, urinals, flush holes, traps and pipes leading from fixtures; inspect work with mirror to see under and behind flush rims. Ensure cleaning is performed under urinal screens. Plunge toilets as necessary.
2. Empty and sanitize all waste containers and sanitary napkin containers, replacing liners.
3. Remove chewing gum, body excrements, and other foreign matter from all surfaces.
4. Thoroughly clean outside surfaces of fixtures, including stud bolts, hinges, toilet seats and flush tanks, ADA bars. These surfaces should be sprayed with a germicidal cleaner.
5. Clean, disinfect and polish, leaving no oily residue, on all fixtures and surfaces, to include countertops, sinks, mirrors, showers and bay changing stations.
6. Clean and wipe down all walls as needed, to include partition walls. (Remove paper wads from walls and ceilings as necessary.) Clean doors, inside and out. Remove any graffiti, signs, magazines, etc. Report pornography or drug paraphernalia findings to the Department.
7. Remove mold, mildew, soap scum, hard water build-up etc. from floors and walls of restroom showers.
8. Fill all toilet paper dispensers, soap dispensers and hand towel dispensers.
9. Completely sweep all floor surfaces. Scrub/mop all floors with germicidal cleaner using a cotton fiber mop. Clean all baseboards. Spraying down the floors with a hose will **not** be an acceptable alternative to sweeping and mopping the floors. No standing water shall be left in the floors.
10. Clean water fountains on inside and outside of each restroom facility. Disinfect and polish, leaving no oily residue. Wipe walls surrounding fountain areas.
11. Clean interior of the facility and facility entrances. Remove all foreign matter, debris, etc. from sidewalks and entrances to extend outward up to 25 feet from restrooms facility.
12. Empty and clean all ashtrays and smoke urn receptacles around the outside of the facility.
13. For Hanna Park's Dolphin Plaza, a complete cleaning of restrooms, kitchen as well as sweeping and mopping of floors is required.

#### B. Monthly Tasks

1. Wash and disinfect trash receptacles.
2. A variety of wall surfaces are to be cleaned using appropriate cleaning methods for those surfaces as required to remove dust, dirt, mold, mildew, smears, excrement, etc. to project a well-maintained appearance.
3. Clean all wall and ceiling vents and diffusers.
4. Remove cobwebs from all surfaces of the interior and exterior entrances or exits.

5. **Machine scrub** restrooms floors using germicidal cleaner. Please note small or “mini” machine floor scrubbers will be required as many restrooms are small in size. Pressure washing and/or hand scrubbing will not be an accepted alternative.
6. Clean interior and exterior of all windows - this includes windows at Hanna Park’s Dolphin Plaza in Hanna Park.

**C. Quarterly Tasks**

Scrub and clean all exterior entrance areas, to include sidewalks and steps, with 2500 PSA (minimum) pressure washer.

**D. General**

1. A daily report on each facility will be sent to the designated department staff person via email or fax, containing the following information: facility deficiency log noting any broken faucets, inoperable lighting, toilet stoppage, broken dispensers, vandalism, leaks, etc.
2. Contractor will maintain a telephone hotline for prompt response to emergencies.