

REQUEST FOR PROPOSALS (RFP) HOUSEKEEPING SERVICES



**Deadline for submissions:
4:00 PM
September 29, 2023**

**Treasure Coast Community Health, Inc.
ATTN: Heather Miranda, Executive Vice President
1555 Indian River Blvd Suite B-210, Vero Beach FL
32960
772- 257-8224**

Treasure Coast Community Health

Since our inception in 1993, serving rural citrus, ranching and migrant populations, Treasure Coast Community Health (TCCH) has operated under the conviction that in order for a community to thrive and grow, there must be consistent and comprehensive health care from birth through the senior years.

What started as primary medical care grew to eight locations providing medical, vision, dental, behavioral health and pharmacy services for the insured and uninsured in Indian River County (IRC). TCCH prides itself on comprehensive, quality healthcare for all with special attention to the underserved. All are welcome. No one is turned away, because showing compassion and grace to those in crisis, elevates the entire population.

TCCH is a Federally Qualified Health Center (FQHC) and, therefore, follows extremely high quality measures that translate directly to patient care. This means we develop programs and services that meet the existing needs of the community while monitoring key indicators that measure the health of the entire community. The experience and commitment of our board-certified providers and support staff equal and exceed that of other thriving health care facilities. Our staff receive continuing education to assist patients with access to health services and ensure individual patients receive appropriate recommendations for care.

Our Vision: To provide patient-centered, integrated outpatient care in a technologically advanced, financially secure and compassionate environment. To be a valued leader in primary health care, improving the quality of life in IRC through exceptional primary care, education and community collaboration efforts.

Our Mission: To provide accessible, cost effective, high quality, comprehensive health care to all persons, regardless of socio-economic circumstances.

According to the Florida Association of Community Health Centers (FACHC), the economic impact of TCCH in 2022 was \$50 million. In addition, 136 additional jobs are sustained as a result of activity generated by TCCH. With 51% of patients reporting income at 100% or below the Federal Poverty Level (FPL), more than 111,000 annual visits and a lean financial resume, TCCH made a big impact on the health and economy of IRC, but not on our own. Gracious, compassionate people and organizations are a major reason TCCH continued on the road to making a healthier community.

1. INTRODUCTION

Treasure Coast Community Health, Inc. (TCCH) is seeking proposals from qualified companies to provide Housekeeping Services. The required services and performance conditions are described in the Scope of Services.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer’s Information Form*
- Attachment B – Scope of Services
- Attachment C – Supplemental General Conditions
- Attachment D – Cleaning Specifications
- Attachment E – Cost Proposal Bid Form
- Attachment F – Sample Agreement for Professional Services

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference

No pre-proposal meeting will be held for this request for proposal.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by TCCH to serve as the basis for submission of this proposal.

- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that TCCH has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants TCCH permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by TCCH no later than 4PM on September 29, 2023. Correspondence shall be addressed to Heather Miranda, hmiranda@tcchinc.com. Responses from TCCH will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

TCCH shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by TCCH or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

Heather Miranda
Treasure Coast
Community Health, Inc.
1555 Indian River Blvd
Suite B-210, Vero Beach
FL 32960

Proposals must be delivered no later than September 29, 2023 at 4PM. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 2 copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP for TCCH Housekeeping Services". Please do not submit proposals in plastic binders.

3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of TCCH

This RFP does not commit TCCH to enter into a contract, nor does it obligate TCCH to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. TCCH reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Request provider interviews to discuss submitted Proposals;
- Postpone the process for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with TCCH.

An agreement shall not be binding or valid with TCCH unless and until it is executed by authorized representatives of TCCH and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	September 1, 2023
Pre-Proposal Meeting	N/A
Deadline for questions, clarifications	September 29, 2023, 2:00 pm
Answers provided to questions	September 29, 2023
Proposals Due	September 29, 2023, 4:00 pm
Proposals Reviewed	October 20, 2023
Contract awarded	October 27, 2023
Work commences	December 4, 2023

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of TCCH's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Section 1 –Summary

This Section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Section to a total of three (3) pages.

5.2 Section 2 – Provider Profile

This Section shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred

within the last five years or (b) any type of project where claims or settlements were paid by the provider or its insurers within the last five years.

5.3 Section 3 – Work Schedule

This Section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands TCCH’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet TCCH’s schedule, outlining the approach that would be undertaken in providing the requested services.

5.4 Section 4 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide TCCH with better service delivery. In this Section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to TCCH.

5.5 Section 5 –Staffing

This Section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project.

5.6 Section 6 – Proposal Exceptions

This Section shall discuss any exceptions or requested changes that Proposer has to TCCH’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment F – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

5.7 Section 7 – Cost Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists TCCH in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

This Section shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with TCCH.

PLEASE NOTE: TCCH does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *fixed fee* form of contract. A Sample Agreement of Services is provided as Attachment F. The method of payment to the successful Proposer shall be on a *fixed fee* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and TCCH as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials. Payments will be based on Monthly Invoices.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Section 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by TCCH, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of TCCH as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk

Manager. The selected Proposer agrees to provide TCCH with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

TCCH staff will evaluate the proposals provided based on the following criteria:

- 7.1 Adequacy of the proposed methodology
- 7.2 Skill and experience of key personnel
- 7.3 Demonstrated experience
- 7.4 Other technical specifications designated by department requesting proposals
- 7.5 Compliance with administrative requirements of the request for proposal (format, due date, etc.)
- 7.6 Vendor's financial stability
- 7.7 Vendor's demonstrated commitment to the nonprofit sector
- 7.8 Results of communications with references supplied by vendor
- 7.9 Ability/commitment to meeting time deadlines
- 7.10 Cost
- 7.11 Minority- or women-owned business status of vendor
- 7.12 Previous history with vendor
- 7.13 Other criteria as applicable

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from TCCH to the successful Proposer.

8. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of TCCH, become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". TCCH shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the Florida Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, TCCH may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," TCCH

shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

- **COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

9. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 9.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 9.2 Any attempt to improperly influence any member of the evaluation team;
- 9.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and TCCH;
- 9.4 Evidence of incorrect information submitted as part of the proposal;
- 9.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 9.6 Proposer's default under any previous agreement with TCCH, which results in termination of the Agreement.
- 9.7 Proposer's inability to provide quality services to TCCH under a previously negotiated contract.

10. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of TCCH.

11. GRATUITIES

No person shall offer, give or agree to give any TCCH employee any gratuity, discount or offer of employment in connection with the award of contract by TCCH. No TCCH employee shall solicit, demand, accept or agree to accept from any other person a

gratuity, discount or offer of employment in connection with a TCCH contract.

Attachment A
Proposer's Information Form

PROPOSER (please print):

Company Name (legal): _____

Address: (principal place of business) _____

Telephone: _____

Email: _____

Contact person: _____

Business Structure: _____

Number of years in business: _____

Number of years in business in FL: _____

Date licensed to do business in FL: _____

Number of employees: _____

Annual Revenues in 2022: _____

Name of Parent Corporation if applicable: _____

Conflicts of Interest if any: _____

References:

1. _____

2. _____

3. _____

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in the appropriate space below:

1. If Proposer is **INDIVIDUAL**, sign here:

Date: _____

Proposer's Signature: _____

Proposer's typed name and title: _____

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Date: _____

Member of the Partnership or Joint Venture
signature

Member of the Partnership or Joint Venture
signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

Signature _____

Title _____

Date: _____

**Attachment B – Scope of
Services TCCH
Housekeeping Services
Request for Proposals**

PROJECT DESCRIPTION

TCCH is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing housekeeping services according to TCCH’s specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Housekeeping Services at TCCH, in accordance with the specifications and conditions in the Request for Proposal issued by TCCH. Request for Proposal documents are available at TCCH’s corporate office, located at 1555 Indian River Blvd, B210, Vero Beach FL 32960. Sealed proposals shall be delivered to TCCH at the above indicated address on or before September 29, 2023.

SCOPE OF WORK

GENERAL CONDITIONS

These General Conditions make additions, deletions, or revisions, as indicated herein. All provisions which are not added, deleted, or revised, remain in full force and effect. Terms used have the same meanings assigned in the Request for Proposal documents.

TCCH REPRESENTATIVE(S)

TCCH’s representative(s) shall be any person(s) designated by TCCH in writing to the Service Provider. TCCH’s Representative(s) shall be the only person(s) through whom all communication between TCCH and the Service Provider shall be directed.

LOCATION OF THE WORK

Notice is hereby given that TCCH will receive bids for the furnishing of Housekeeping Services for all Facilities as listed below. The bid is for service and supplies. Following is a list of each building location to be included in this Request for Proposal and Qualifications:

TCCH Sebastian (6265 SF)	13505 US Hwy 1
TCCH Vero 787 (6585 SF)	787 37th Street
TCCH Vero 787 Pediatrics	787 37th Street
TCCH Gifford (8720 SF)	4675 28th Court
TCCH Oslo (10400 SF)	1545 9th Street
TCCH UAP (2080 SF)	1400 27th Street
TCCH Central (7200 SF)	1553 US Hwy 1
TCCH Corporate (6187)	1555 Indian River Rd

WORK SCHEDULE

The Service Provider employees shall complete all the work required under the Request for Proposal documents as specified in the contract documents.

Corporate: Cleaning is required 2 nights per week, Wednesday and Friday after 6:00 p.m.

All Other Locations: Cleaning is required 5 nights per week, Monday, Tuesday, Wednesday, Thursday and Friday after 6:00 p.m.

Provider shall provide TCCH with an annual schedule for each building's non-daily services. The term daily refers to all days that the Service Provider is required to clean. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel in any one building at any given time. Employees will wear identification badges and company uniforms.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees working on site must not have been convicted of a felony. Employees must also be physically capable of the duties assigned to them, including lifting or moving heavy items, climbing, stooping, reaching, etc.

Only authorized employees of the Service Provider may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Service Provider may act as a substitute. The use of unauthorized personnel on the part of the Service Provider may result in immediate cancellation without notice.

Service Provider and Employees may not allow on TCCH premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at TCCH offices are considered to be confidential and privileged. Service Provider's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

Service Provider and Employees are not permitted to allow pets or any type, with the exception of documented service animals, on any TCCH premises.

LEGAL ADDRESS OF TCCH

The official address of TCCH shall be TCCH 1555 Indian River Blvd B-210, Vero Beach FL 32960. All correspondence sent to the Service Provider shall be deemed to have been given when mailed via certified mail, or delivered to the address specified in the Agreement. Notice to TCCH shall be mailed via certified mail, or delivered to the legal address of TCCH.

INSURANCE

Service Provider shall furnish TCCH with insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by TCCH. Insurance requirements are described in Sample Agreement in Appendix F.

LAWS AND REGULATIONS

The work is located at TCCH, in the County of Indian River, State of Florida. The Service Provider shall comply with all ordinances, regulations, and other lawful requirements of TCCH, County, State, and Federal governing agencies when providing services on the property.

SUPERVISION

Work performed by employees within the scope of the Service Provider's employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by TCCH. Employee(s) assigned to supervise the work shall be readily available, responsive to TCCH's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Provider's employees.

SUPPLIES

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

TCCH shall furnish, as part of this contract, all paper products such as toilet paper, hand towels, seat protectors, trash liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

CONTRACT TERM

The term of this Agreement shall be for one (1) year. The Agreement will automatically renew for subsequent periods of one (1) year unless terminated by either party in compliance with the Contract Termination clause of the Service Agreement.

CONTRACT TERMINATION

Either TCCH or Provider may terminate this Agreement at any time before the expiration of the original term, or any extension thereof upon thirty (90) days written notice to the other party. TCCH shall compensate Service Provider for all services provided before the actual date of termination.

PAYMENTS TO THE SERVICE PROVIDER

TCCH shall pay the Service Provider for the performance of the work, subject to additions and deductions based upon monthly determination by TCCH and the acceptability of the work performed computed in accordance with the Service Provider's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to TCCH by the Service Provider. The Service Provider shall not invoice TCCH for services prior to thirty (30) days following execution of an Agreement with TCCH and not more frequent than once every (30) days. TCCH may withhold payment for any unacceptable service if the Service Provider has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from TCCH. TCCH has the right to request additional reports and supporting information from Service Provider as deemed reasonably necessary by TCCH to audit Service Provider's performance under this Agreement. Service Provider shall provide all additional reports and information requested by TCCH within ten (10) days of a written request.

EXTRA WORK

Extra Work must be authorized by TCCH and shall be shown as a separate item on the invoice submitted to TCCH. The invoice for Extra Work shall show the exact location of the work, including the name and location of the facility. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor or a flat fee as agreed upon by the parties prior to the commencement of the work.

INSPECTIONS

All of the Service Areas will be inspected regularly by TCCH. TCCH may require the Service Provider to accompany TCCH staff during inspections. The Service Provider is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

UNACCEPTABLE SERVICE

If TCCH, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be mailed or e-mailed to the company representative's office address as identified in the Proposal. Payment will not be made for any services not provided by Service Provider. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of TCCH by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Service Provider must request a re-inspection. A re-inspection request should be completed in writing to TCCH and either mailed or e-mailed to TCCH. If the work is deemed satisfactory upon re-inspection, TCCH will accept a request for payment. TCCH may at its discretion opt to waive the re-inspection.

END OF SCOPE OF WORK CONDITIONS

Attachment C – Supplemental General Conditions

TCCH Housekeeping Services Request for Proposals

INTENT

It is the intent of these Supplemental General Conditions to describe minimum quality, quantity, and scope of activity and they are not intended to be restrictive to any Service Provider.

The term “cleans”; shall mean “free from soil/dirt/dust/fingerprints/smudges/other debris”. It is intended that all equipment and building surfaces shall be clean in all areas, whether specifically mentioned or not. The term “all areas” means all surface areas in the building.

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain building, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc.. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

TCCH shall furnish, as part of this contract, all paper products such as toilet tissue, hand towels, seat protectors, trash can liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

OFFICE

The Service Provider shall maintain an office with a competent company representative that can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m. to discuss matters pertaining to this Proposal. Responses to questions regarding the submitted Proposal must be received within forty-eight (48) hours.

SUBCONTRACTORS

Service Provider may not utilize subcontracts at any time during the contracted period without prior written authorization from TCCH. If approved, all subcontractors must be listed as insureds under Provider’s policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSIGNMENT OF CONTRACT

Service Provider shall not assign the agreement or any right or interest hereunder, without the prior consent in writing of TCCH.

TCCH reserves the right to add or delete buildings and/or facilities at any time during the life of the contract or resulting extensions, with thirty (30) days written notice to the Service Provider. Additions shall be added at a negotiated rate that has the mutual agreement of TCCH and Service Provider and the means of negotiation shall utilize comparable facilities under the existing service agreement. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

TCCH reserves the right to change the work hours and work/shift schedule. The Service Provider shall be notified at least one (1) full week prior to such changes.

RESPONSIBILITY FOR WORK

The Service Provider employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

PERSONNEL

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing to the satisfaction of TCCH's Designee, and on schedule. All such personnel shall be physically able to do their assigned work.

Adequate and competent supervision shall be provided for all work done by the Service Provider's employees to ensure accomplishment of high quality work that will be acceptable to TCCH's Designee. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once per month. TCCH's Designee will perform contract compliance inspections only and will not act as a supervisor for the Service Provider.

Only employees on the payroll or pre-authorized subcontractors are to be on the work site.

HAZARDOUS CONDITIONS

The Service Provider shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Service Provider, which is not a result of his operations, shall immediately be reported to TCCH's Designee.

ON-SITE STORAGE

Except for those locations having designated custodial closets, no tools or equipment are to be stored on the premises. It is the Service Provider's responsibility to properly and safely store materials and supplies in the designated closets (i.e. safe distance from water heaters or other

heat sources, properly stacking materials. Flammables are not to be stored near ignition sources). No materials are to be stored within 18 inches of ceilings.

SAFETY TRAINING/PROCEDURES

Service Provider must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

END OF SUPPLEMENTAL GENERAL CONDITIONS

**Attachment D – Specifications
TCCH
Housekeeping Services Request for Proposals**

CLEANING SPECIFICATIONS FOR ALL SITES			
<u>FACILITY GENERAL CLEANING</u>	ONCE A MONTH	ONCE A WEEK	EACH TIME
VACUUM CARPETS - OFFICES			X
VACUUM CARPETS - CUBICLES			X
VACUUM CARPETS - CONFERENCE ROOMS			X
VACUUM CARPETS – PATIENT AREAS & HALLWAYS			X
VACUUM MATS AT ENTRANCES / EXITS			X
SPOT CLEAN CARPETS AS NEEDED			X
VACUUM / BRUSH UPHOLSTERED FURNITURE AS NEEDED			X
DUST MOP TILE FLOORS			X
DAMP MOP TILE FLOORS			X
DUST / CLEAN OFFICES, COMPUTERS, ETC.			X
DUST HIGH AREAS			X
DUST LIGHT FIXTURES, LAMPS, PICTURES			X
DUST FILING CABINETS			X
DUST PARTITIONS & LEGDES			X
DUST AIR VENTS / GRILLS	X		
DUST BLINDS	X		
DUST WINDOW SILLS		X	
CLEAN LIGHT SWITCHES			X

REMOVE SPIDER WEBS FROM WALL & WINDOWS		X	
EMPTY WASTE BASKETS AND RECYCLE BASKETS			X
SPOT CLEAN KICK PLATES & BASEBOARDS			X
SPOT CLEAN PARTITIONS & DOORS (INCL. GLASS DOORS)			X
SPOT CLEAN WALLS (TO 5FT)			X
SWEEP & CLEAN OUTSIDE ENTRANCE WAYS			X
CLEAN & SANITIZE DOOR HANDLES & PUSH PLATES			X
CLEAN INTERIOR & EXTERIOR OF GLASS DOORS			X
SANITIZE PHONES, KEYBOARDS, MOUSE, ETC			X
CLEAN REFRIGERATOR AND SANITIZE HANDLES			X
CLEAN & SANITIZE THE WATER COOLER / DRIP PAN			X
EMPTY TRASH AND RECYCLING RECEPTACLES AND REPLACE LINERS			X
CLEAN BREAKROOM FLOORS, APPLIANCES, SINKS, MICROWAVE OVENS (INSIDE ALSO), TABLES, CHAIRS, SPOT CLEAN WALLS TO 5 FEET, LIGHT SWITCHES, COUNTERTOPS, FAUCETS			X

<u>FACILITY RESTROOM CLEANING AND SANITIZING</u>	ONCE A MONTH	ONCE A WEEK	EACH TIME
DUST MOP TILE FLOORS			X
CLEAN MIRRORS & BRIGHTWORK			X
CLEAN & SANITIZE SINKS			X
CLEAN & SANITIZE TOILETS, TOILET SEATS, AND URINALS			X
CLEAN & SANITIZE DISPENSERS			X
CLEAN DOORKNOBS AND PUSH PLATES			X
EMPTY TRASH RECEPTACLES AND REPLACE LINERS			X

			X
FILL SOAP DISPENSERS			X
FILL TOILET PAPER DISPENSERS			X
FILL TOWEL DISPENSERS			X
DUST CEILING VENTS AND LEDGES			X
SANITIZE & MOP RESTROOMS			X
SANITIZE & SPOT CLEAN WALLS (TO 5FT)			X

<u>FACILITY CLOSING INSTRUCTIONS</u>	ONCE A MONTH	ONCE A WEEK	EACH TIME
ARRANGE CHAIRS			X
MAINTAIN JANITOR CLOSET			X
TURN OFF LIGHTS			X
CLOSE OFFICE AND HALLWAY DOORS			X
SECURE ENTRY DOORS AND WINDOWS			X
ACTIVATE ALARM SYSTEM			X

SPECIFICALLY EXCLUDED FROM THIS CONTRACT ARE PLANT CARE, AND REPLACEMENT OF LIGHT BULBS, LAMPS, ETC.

END CLEANING SPECIFICATIONS

**Attachment E – Cost Proposal Bid Form
TCCH
Housekeeping Services Request for Proposals**

<u>LOCATION</u>	<u>MONTHLY SERVICE PRICE</u>	<u>COST PER SQUARE FOOT</u>	<u>TOTAL YEARLY PRICE</u>
TCCH Sebastian 13505 US Hwy 1			
TCCH Vero 787 787 37 th Street			
TCCH Vero 787 Pediatrics 787 37 th Street			
TCCH Gifford 4675 28 th Court			
TCCH Oslo 1545 9 th Street			
TCCH UAP 1400 27 th Street			
TCCH Central 1553 US Hwy 1			
TCCH Corporate 1555 Indian River Rd			
TOTAL PROPOSAL			

**Attachment F - SAMPLE
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Professional Services (“Agreement”) is made this ____ day of _____ 2023 (“Effective Date”) by and between the (“TCCH”) and _____ (“Provider”) (together sometimes referred to the “Parties”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Provider shall provide to TCCH the services described in the Scope of Work attached as **Exhibit A**, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail. The terms and conditions of this Agreement shall apply to all subcontractors and sub-providers.

11 Term of Services. The term of this Agreement shall be one (1) year and shall automatically renew unless terminated as permitted under the terms of this Agreement.

12 Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices its profession and to the sole satisfaction of the TCCH Administrator.

13 Assignment of Personnel. Provider shall assign only competent personnel to perform services pursuant to Agreement. In the event that TCCH, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Provider shall, immediately upon receiving notice from TCCH of such desire of TCCH, reassign such person or persons.

14 Time. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Provider's obligations hereunder.

15 Authorization to Perform Services. The Provider is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the TCCH Administrator.

Section 2. COMPENSATION. TCCH hereby agrees to pay Provider a sum not to exceed \$ _____, notwithstanding any contrary indications that may be contained in Provider's proposal, for services to be performed and reimbursable costs incurred under this Agreement, including but not limited to any and all costs of subcontractors or sub-providers. In

the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. TCCH shall pay Provider for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from TCCH to Provider for services rendered pursuant to this Agreement. Provider shall submit all invoices to TCCH in the manner specified herein.

- 2.1 Invoices.** Provider shall submit invoices monthly during the term of this Agreement, based on the cost for services performed. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
 - Locations of service.
 - Explanation of services provided.
 - Invoice date.
 - The monthly contracted amount;
 - Invoices shall be submitted at the end of the month during which services were provided, in any case the invoice date shall not be prior to the last day of the month.
- 2.2 Monthly Payment.** TCCH shall make monthly payments, based on invoices received, for services satisfactorily performed. TCCH shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Provider.
- 2.3 Total Payment.** TCCH shall not pay any additional sum for any expense or cost whatsoever incurred by Provider in rendering services pursuant to this Agreement. In no event shall Provider submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

- 2.4 **Reimbursable Expenses.** Reimbursable expenses are paid only with prior written authorization of TCCH.
- 2.5 **Payment of Taxes.** Provider is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that TCCH or Provider terminates this Agreement pursuant to Section 8, TCCH shall compensate the Provider for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Provider shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 3. FACILITIES AND EQUIPMENT. Except as otherwise provided, Provider shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Provider, at its own cost and expense, shall procure the types and amounts of insurance identified below and provide Certificates of Insurance, indicating that Provider has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to TCCH. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Provider's compensation. Provider shall not allow any subcontractor to commence work on any subcontract until Provider has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to TCCH. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Provider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully

with the provisions of the Florida Labor Laws. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against TCCH and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Automobile Liability Insurance.

421 General requirements. Provider, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

422 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to TCCH and its officers, employees, agents, and volunteers.

43 Professional Liability Insurance.

431 General requirements. Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

432 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Provider must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. TCCH shall have the right to exercise, at the Provider's sole cost and expense, any extended reporting provisions of the policy, if the Provider cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to TCCH prior to the commencement of any work under this Agreement.

44 All Policies Requirements.

441 Verification of coverage. Prior to beginning any work under this Agreement, Provider shall furnish TCCH with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

442 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled

by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to TCCH. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Provider shall provide written notice to TCCH at Provider's earliest possible opportunity and in no case later than ten (10) working days after Provider is notified of the change in coverage.

- 443 Additional insured: primary insurance.** TCCH and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider, as applicable; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to TCCH or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to TCCH and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by TCCH shall be called upon to contribute to a loss under the coverage.

- 444 Deductibles and Self-insured Retentions.** Provider shall disclose to and obtain the approval of TCCH for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to TCCH, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 445 Subcontractors.** Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 446 Variation.** Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the

coverage, scope, limits, and forms of such insurance are either not commercially available, or that TCCH's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies TCCH may have if Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, TCCH may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies TCCH may have and are not the exclusive remedy for Provider's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Provider to stop work under this Agreement or withhold any payment that becomes due to Provider hereunder, or both stop work and withhold any payment, until Provider demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION

Provider shall indemnify, defend with counsel selected by TCCH and hold harmless TCCH and its officials, officers, employees, agents and authorized volunteers from and against any and all losses, liability, claims, suits, actions, damages and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, or any violation of any federal, state or municipal law, regulation or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of TCCH or its officers, employees, agents or authorized volunteers and (2) the actions of Provider or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

Section 6. STATUS OF PROVIDER.

6.1 Independent Contractor. At all times during the term of this Agreement, Provider shall be an independent contractor and shall not be an employee of TCCH. TCCH shall have the right to control Provider only insofar as the results of

Provider's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise TCCH shall not have the right to control the means by which Provider accomplishes services rendered pursuant to this Agreement. Notwithstanding any other TCCH, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by TCCH.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of Florida shall govern this agreement.

7.2 Compliance with Applicable Laws. Provider and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.

7.3 Licenses and Permits. Provider represents and warrants to TCCH that Provider and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Provider represents and warrants to TCCH that Provider and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from TCCH.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Either TCCH or provider may terminate this Agreement with ninety (90) days written notification to the other party. In the event of termination, Provider shall be entitled to compensation for services performed to the effective date of termination.

- 8.2 Extension.** TCCH may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Provider understands and agrees that, if TCCH grants such an extension, TCCH shall have no obligation to provide Provider with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, TCCH shall have no obligation to reimburse Provider for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** TCCH and Provider recognize and agree that this Agreement contemplates personal performance by Provider and is based upon a determination of Provider's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to TCCH for entering into this Agreement was and is the professional reputation and competence of Provider. Provider may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Provider shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Provider's employ, Provider shall notify TCCH immediately.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between TCCH and Provider shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Provider.** If Provider materially breaches any of the terms of this Agreement, TCCH's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain a different provider to complete the work described in Exhibit A not finished by Provider; or
 - 8.6.3** Charge Provider the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that TCCH would have paid Provider pursuant to Section 2 if Provider had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 91 Records Created as Part of Provider's Performance.** Any reports, proposals, inspections, photographs, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of TCCH. Provider hereby agrees to deliver those documents to TCCH upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCCH and are not necessarily suitable for any future or other use. TCCH and Provider agree that, until final approval by TCCH, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 92 Provider's Books and Records.** Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to TCCH under this Agreement for a minimum of six (6) years, or for any longer period required by law, from the date of final payment to the Provider to this Agreement.
- 93 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Provider to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, TCCH. Under Florida Law, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of TCCH or as part of any audit of TCCH, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Indian River County.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Provider Representative.** All matters under this Agreement shall be handled for Provider by _____.
- 10.7 TCCH Contract Administration.** This Agreement shall be administered by Heather Miranda, Executive Vice President of TCCH ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.8 Notices.** Any written notice to Provider shall be sent to:
- Acme Housekeeping
12345 wood Drive
Vero Beach, FL 32960
951-723-1234
Acme@housekeeping.com
- Any written notice to TCCH shall be sent to the Contract Administrator: Heather Miranda, Executive Vice President
TCCH
1555 Indian River Blvd
Suite, B-210
Vero Beach, FL 32960
772-257-8224
- 10.9 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A- Scope of Services, represents the entire and integrated agreement between TCCH and Provider and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The authorized Parties have executed this Agreement as of the Effective Date.

TCCH

PROVIDER

Vicki Soule, TCCH CEO

Service Provide

