



Tuesday, January 15, 2019

City of Fort Lauderdale

AnnDebra Diaz, CPPB
Procurement Administrator Procurement

Solicitation 12224-595
12224 -595 Janitorial Services, Parks)
Fort Lauderdale, FL

ORIGINAL
BID

M.C & M CONSTRUCTIONS CORP
6240 W. Oakland Park Blvd. #432
Fort Lauderdale, Florida 33319
Web site: www.mcwdccassc.com
Bus: 754-265-5870
Cell: 754-248-1155
Fax: 239-900-0552
Email: mcwdccassc@gmail.com
Cage: 7WM14
DUN: 087081375
FTIN: 81-1978309
SAM: Registered
State of Florida: Registered
State of Florida: Registered
Florida Marketplace: 931415
*General CGC # 1505183
General CGC # 1514996
Contractors: CBC# 1262143
NOTARY PUBLIC: FL: Registered
Certification: 8A, MBE, in process
City of Fort Lauderdale, FL: Registered

The M.C & M CONSTRUCTIONS CORP, a registered SBE, MBE with SAM, is pleased to provide a response to the above captioned solicitation. M.C & M CONSTRUCTIONS CORP. We also had the opportunity to review the solicitation # 12224 -595 Janitorial Services, Parks including all solicitation Certification agreement. M.C & M CONSTRUCTIONS CORP is in accord with all of the solicitation requirements and will be an excellent provider to the City of Fort Lauderdale County, Florida. Further, M.C & M CONSTRUCTIONS CORP is not controlled by a parent organization. I am the primary contact for this initiative and my contact information is cited above.

The following identifies the required documents that are attached:

- General Vendor Information
- Schedule of Bid Items
- Additive Bid Items
- Bidder's Certification
- Addendum Acknowledgement
- Local Status Vendor Certification
- Statement of Experience

A Certificate of Insurance to be provided following contract award.

M.C & M CONSTRUCTIONS CORP looks forward in being an outstanding services provider for the City of Fort Lauderdale County and we do hope to receive a favorable response in the near future.

Respectfully,

Mr. Clebert Merat

Clebert Merat, President
M.C & M CONSTRUCTIONS CORP

Attachments



State of Florida

Department of State

I certify from the records of this office that M.C & M CONSTRUCTIONS CORP is a Fictitious Name registered with the Department of State on March 15, 2018.

The Registration Number of this Fictitious Name is G18000035194.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Sixteenth day of March, 2018*

Ken Detzner

Secretary of State



Authentication ID: 700310625277-031618-G18000035194

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Knowledge Test Results

Congratulations!



Clebert Merat (CMER8838), your score is 90%

Clebert Merat, you successfully completed this tutorial and passed the E-Verify Knowledge Test on April 18, 2018.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

MR. Clebert Merat



LICENSE	ITEM	DESCRIPTION / RESTRICTIONS	Business Name/Location	Owner/Corp. Name	Use as permitted within zone
CU-008780		All Gen'l Bus/Whts/Rett Uses OFFICE FOR PAPERWORK ONLY	MC & M CONSTRUCTION CORP 18800 NW 2 AVE, 108 MIAMI GARDENS, FL 33169-4063	MC & M CONSTRUCTION CORP 18800 NW 2 AVE, 108 MIAMI GARDENS, FL 33169-4063	0066567

CITY OF MIAMI GARDENS
2018 CERTIFICATE OF USE 2019
EXPIRES September 30, 2019
MUST BE DISPLAYED AT PLACE OF BUSINESS

CITY OF MIAMI GARDENS
Enforcement Department 1515 NW 167th ST, Building 5 Suite 200, Miami Gardens, FL 33169

LICENSE	ITEM	DESCRIPTION / RESTRICTIONS	Business Name/Location	Owner/Corp. Name	This is an business tax only. It does not permit the payee to violate any existing regulatory or zoning laws of the City of Miami Dade County. Nor does it exempt the payee from any other tax or permit required by law. This is not a certification of the payee's qualification
BT-014574	0840	CONTRACTORS - GENERAL OFFICE FOR PAPERWORK ONLY	MC & M CONSTRUCTION CORP 18800 NW 2 AVE, 108 MIAMI GARDENS, FL 33169-4063	MC & M CONSTRUCTION CORP 18800 NW 2 AVE, 108 MIAMI GARDENS, FL 33169-4063	0066567

CITY OF MIAMI GARDENS
2018 BUSINESS TAX RECEIPT 2019
EXPIRES September 30, 2019
MUST BE DISPLAYED AT PLACE OF BUSINESS

CITY OF MIAMI GARDENS
Enforcement Department 1515 NW 167th ST, Building 5 Suite 200, Miami Gardens, FL 33169

Local Business Tax Receipt

Dear Business Owner:

Your 2018-2019 Lee County Local Business Tax Receipt is attached below for account number 1805016.

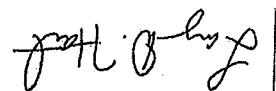
If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,



Lee County Tax Collector

Account Number: 1805016

Account Expires: September 30, 2019

2018 - 2019 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

May engage in the business of: ADMINISTRATIVE OR BUSINESS OFFICE ONLY THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	Payment Information: PAID 489264-16-1 08/15/18 04:48:46 PM \$50.00
---	---

Location:
 12553 NEW BRITANNY BLVD BLDG 32
 FT MYERS FL 33901
 MC & M CONSTRUCTIONS CORP
 MCWDCC AUTO SALES & SERVICES CORP
 PO BOX 1533
 FT MYERS FL 33902



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Warehouse of FL, Inc. 4503 Lee Boulevard Lehigh Acres FL 33971		CONTACT NAME: Antonio Lopez PHONE (A/C, No, Ext): (239) 303-4884 FAX (A/C, No): (239) 244-9483 E-MAIL ADDRESS: ALopez@insurewhs.com	
INSURED MCWDCC AUTO SALES & SERVICES CORP dba MC&M Construction Corp PO Box 1533 Fort Myers FL 33902		INSURER(S) AFFORDING COVERAGE INSURER A: CLEAR BLUE INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		BIFL13198500	07/19/2018	07/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incld \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Collier County Board of County is Additional Insured for any and all work performed in Collier County with respect to General Liability, where a written contract exists.

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners 3327 Tamiami Trail E. Naples FL 34112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CAM 19-0282

Exhibit 11

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Automatic Data Processing Insurance Agency, Inc	PHONE (A/C No. Ext):
1 Adp Boulevard	FAX (A/C No.):
Roseland, NJ 07068	E-MAIL ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE
M C & M Construction Corp	INSURER A: NorGUARD Insurance Company
18800 NW 2nd Ave Ste 108	INSURER B:
Miami Gardens, FL 33169-4064	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEO <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MCWC064896	01/04/2019	01/04/2020	E.L. EACH ACCIDENT \$ 100000
						E.L. DISEASE - EA EMPLOYEE \$ 100000
						E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Broward County Public Schools
600 SE Third Avenue
Ft. Lauderdale, Florida 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Exhibit 11

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Man 3049 Cleveland Ave #125 Fort Myers FL 33901		CONTACT NAME: Larry Cheeseborough PHONE (A/C No. Ext.): (239)334-0777 FAX (A/C No.): (239)334-0800 E-MAIL ADDRESS: theinsuranceman239@gmail.com	
INSURED MCWDCC AUTO SALES & SERVICES CORP dba M.C & M CONSTRUCTION PO BOX 1533 FORT MYERS FL 33902		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Express Ins Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 02962	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NUMBER INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY: <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		07895989-0	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MCWDCC AUTO SALES & SERVICES CORP

2 Business name/disregarded entity name, if different from above

M.C & M CONSTRUCTIONS CORP

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 190432

6 City, state, and ZIP code

FORT LAUDERDALE FLORIDA 33319

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 1 9 7 8 3 0 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

12/23/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Solicitation 12224-595

Janitorial Services, Parks

Bid Designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12224-595

Janitorial Services, Parks

Bid Number 12224-595

Bid Title Janitorial Services, Parks

Bid Start Date Dec 26, 2018 10:54:38 AM EST

Bid End Date Jan 16, 2019 2:00:00 PM EST

Question &

Answer End Jan 10, 2019 5:00:00 PM EST
Date

Bid Contact AnnDebra Diaz, CPPB
Procurement Administrator
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Addendum # 1

New Documents 11543-Excel Tab, Image Janitorial Services.pdf

Changes were made to the following items:

Janitorial Services, Parks

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide janitorial services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For further information, go to www.bidsync.com.

Added on Dec 28, 2018:

Bid tab from current contract has been uploaded for review purposes only.

Addendum # 1

City of Fort Lauderdale
Janitorial Services, Parks
RFP # 12224-595

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide janitorial services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Administrator AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be

submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed prices for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Contractor must bid on all items. Partial bids will not be considered.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

Invoices shall be received at the completion of each month of service. The City reserves the right to consider alternate invoicing. The contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received.

Each invoice shall fully detail the service locations, service beginning and ending period, number of services rendered, and all related costs. Invoices shall be based upon the number

of daily services completed during each month. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the

work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of janitorial services for a minimum of two years and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.16.1** Proposer or principals shall have relevant experience in janitorial services. Project manager assigned to the work must have experience in janitorial services and have served as project manager on similar projects.
- 2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.18 Local Business Preference

- 2.18.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- 2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
 - b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- 2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <https://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

2.21 Subcontractors

- 2.21.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
- 2.21.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.
- 2.21.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

- 2.24.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.
- 2.24.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.
- 2.24.3** The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.24.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.24.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.24.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or March 3, 2019, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for one, additional one year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as

compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to

the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.39 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.40 Condition of Trade-In Equipment – N/A

2.41 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.42 Verification of Employment Status – N/A

2.43 Service Organization Controls – N/A

2.44 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.45 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.01 General Information/Intent

The successful proposer, as Contractor, shall furnish all labor, management, supervision, licenses, insurance, uniforms, all materials to include, but not limited to, cleaning equipment, ladders, restrooms closed for cleaning signs, supplies, toilet tissue, hand towels, hand soap, urinal blocks, urinal plastic screen holders, trashcan liners for trash receptacles, and trash disposal services, to properly maintain the facilities and areas, of the identified locations, in an acceptable condition for the Parks & Recreation Department in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

3.02 Contractor Responsibilities

- A. The Contractor shall notify the Contract Administrator in the event of scheduling delays, changes, or comments/complaints received from the general public.
- Contractor shall report any plumbing problems, running water necessary repairs, or inoperative City equipment or fixtures to the Contract Administrator. In addition, Contractor shall report any issues accessing facilities that are scheduled to be cleaned or report any delays in scheduled cleaning times.
- Immediate water related problems (running water) must be called into Public Works and then an e-mail should be sent to the Contract Administrator advising of problem. The number to call for running water is 954-828-8000.
- B. Contractor shall provide adequate manpower so as to perform safe, thorough and expeditious work. Contractor shall ensure sufficient personnel are assigned to properly clean each location and all of the tasks are completed.
- C. Management or supervisory personnel shall be made available at all times. The Contractor shall provide the Contract Administrator with a list of all supervisory personnel assigned to this contract. This list shall include the names and emergency telephone, cellular or beeper numbers of supervisory personnel who are assigned to this Contract. The Contractor shall be responsible for keeping this list up to date during the Contract's term.
- D. Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. The supervisor shall be responsible for monitoring personnel activities and resolving any service problems. The supervisor shall be accessible to employees during the performance of the contract services. The supervisor shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.
- E. The Contractor is solely responsible for the actions of his employees. The Contractor shall supervise his employees and ensure they perform all services as described. It is the responsibility of the Contractor to notify the Contract Administrator or designee if employees are unable to perform the work, or if it is not performed according to the requirements.
- F. Contractor's employees shall present a professional appearance. They shall be neat, clean, well groomed, courteous, properly uniformed including a name tag with the

name of the employee and shall conduct themselves in a respectable manner while performing the duties of this bid and while on City property.

- G. The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.
- H. The Contractor's equipment shall be maintained in good, safe, and clean operating condition.
- I. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.
- J. The Contractor's employees shall not to be accompanied in their work areas on City premises by pets, acquaintances, family members, or any other person unless said individual is an authorized Contractor employee. The City of Fort Lauderdale prohibits teenagers, minors, or children from working in City-owned buildings under this Contract.
- K. All cleaning methods used by Contractor shall be those that are universally accepted in the cleaning and maintenance field. All cleaning functions shall be performed in a professional and sanitary manner and performed in their entirety in accordance with Contract specifications.
- L. All trash containers in the designated areas shall be emptied and new trashcan liners shall be replaced on a daily basis.
- M. Trash shall not be disposed of in city garbage receptacles in parks or other areas across the City. Trash bags must be properly disposed of only in designated sites as follows: South Beach dumpster; Holiday Park dumpster; Mills Pond dumpster; Floyd Hall Stadium dumpster.
- N. The Contractor shall clean all of the assigned areas removing from the site all debris, litter, trash, etc., upon completion of that day's service. Disposal of all such debris shall be in compliance with the City's ordinances.
- O. Upon completion of each service, it shall be the responsibility of the Contractor to ensure that all site features have been cleared of any and all refuse.
- P. All soap, paper towel and toilet rolls shall be stocked daily if service is provided.
- Q. Men's and Women's stalls shall not be closed at the same time.
- R. Cleaning at South Beach shall be conducted no earlier than 6 am (first cleaning) and no later than 8 pm. (last cleaning).
- S. Sanitary bags in Women's restrooms shall be changed anytime they contain waste.
- T. The time clock "job clock" installed in the restroom shall be used for every job unless approved by contract administrator.

- U. Weekly schedule of cleanings by location shall be submitted every Monday morning by 8:00 a.m. via e-mail to the Contract Administrator. This schedule must have the times that the janitors are to be expected at each restroom. Deviations of more than ½ hour from this schedule, unless approved by the Contract Administrator may result in non-payment of service.
- V. At the beginning of each month, a schedule stating what day the contractor will perform the monthly cleaning service at each restroom must be submitted via e-mail to the Contract Administrator.
- W. All problems encountered (broken fixtures, graffiti, vandalism) must be submitted to Contract Administrator within 2 hours by phone call and e-mail.
- X. Park security issues must be submitted to the Park Rangers at 954-828-4634, followed by an e-mail sent to the Contract Administrator advising of problem.

3.03 Scope of Services

- A. Initial Cleaning Requirement
The Contractor, in addition to the initial month's services, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the contract.

- B. Periodic Cleaning Schedule
Cleaning that is specified to be performed weekly, and monthly shall be pre-scheduled by the Contractor. The frequency of cleaning listed in the specifications shall be performed as specified, unless modified in writing by the Contract Administrator or designee.

By the first of each month, the Contractor shall forward in writing to the Contract Administrator, or his designee, a list of cleaning services to be performed for that month in accordance with the periodic specifications. This list shall include the dates of the weekly and monthly services, and the starting and completion date for each cleaning task.

- C. Daily Cleaning Schedule
 - a. Empty all trash receptacles and replace plastic bag liners.
 - b. Sweep and mop all flooring with a disinfectant cleaner and rinse flooring; pre-spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
 - c. Replenish hand towels, toilet tissue, and soap dispensers. There shall be a minimum of two rolls of toilet tissue in each stall at all times.
 - d. Clean all mirrors with an appropriate mirror cleaner.
 - e. Clean and disinfect all basins, sinks and counter tops.
 - f. Clean inside and outside of all toilets and urinals with a disinfectant.
 - g. Clean and remove any debris, fecal matter, trash, cigarette residue, gum, food, dirt, as well as graffiti from the inside of restrooms and it's interior walls, partitions, floors, sinks and toilets.

- h. Report graffiti on exterior surfaces.
 - i. Check all toilets, urinals, sinks, hand dryers, light fixtures, and soap dispensers to make sure they are operational; report inoperative equipment to the Contract Administrator.
 - j. Replace all urinal blocks ensuring plastic wrappers are completely removed; urinal blocks must be placed in plastic screen holders.
 - k. Restrooms with floor drains shall have a disinfectant and deodorizer poured into drains. Bleach shall not be used.
- D. Weekly Cleaning Schedule
- a. Clean all interior glass, windows, window frames, and sills with a window cleaner.
 - b. Clean all non-glass doors and door frames.
 - c. Wipe down all shelving with a damp cloth.
 - d. Clean and disinfect all showers (if applicable).
 - e. Clean all locker tops (if applicable).
 - f. Clean all walls; clean tile walls with a non-toxic tile cleaner.
 - g. Clean all chrome, stainless steel or metal railings, fixtures and metallic wall panels with a stainless steel cleaner/polish.
 - h. Clean all blinds, window treatments, wall plates, window and door hardware.
- E. Monthly Cleaning Schedule
- a. Dust and clean all exhausts, air conditioning registers and air return vents.
 - b. Remove any/all cobwebs.
 - c. Clean baseboards.
 - d. Clean tile floor grout.
 - e. Clean trash receptacles.
 - f. Open and clean ceiling fixtures.

3.04 Service Frequency

The janitorial services listed in the Scope of Services are required at the designated facilities on the basis of the site's features and suggested cleaning times as indicated. Service at specified locations shall include cleaning of restrooms, restroom lobby/entrance areas and janitorial closets.

Servicing shall be performed on each of the specified days including legal holidays, as observed by the City of Fort Lauderdale, unless such facilities are closed for operation. If the restroom is not accessible to the Contractor, it is the responsibility of the Contractor to notify the Contract Administrator and to perform the regularly scheduled services on the next available workday following the closure with approval from the Contractor Administrator. Any changes to the schedule must be requested in writing and approved by the Contract Administrator prior to implementation. Recognized legal holidays are as follows: New Year's Day, Martin Luther King's Birthday (3rd Monday in January), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after, Christmas Day. A current year holiday list will be provided to the Contractor.

It is the City's intent to make contractors aware of special events that may increase restroom traffic and the subsequent use of restroom supplies. These events may include, but are not limited to: sporting events, games and activities at all parks; musical festivals, arts & craft and trade shows at Holiday Park and Riverwalk/Esplanade restrooms; Boat Shows, July 4th and Easter activities at South Beach restrooms. Contractors must consider special events when

computing their weekly rate. In the event an extra cleaning(s) becomes necessary, the payment rate will be determined by computing the daily, hourly or per service rate from the contractor's weekly rate for that location.

3.05 Safety

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit the placing or use of mops, brooms or other equipment in traffic lanes or other locations in such a manner as to create safety hazards. The Contractor will place appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations.

The Contractor shall display a Restroom "Closed for Cleaning" sign while in the performance of the Contract's duties. Under no circumstance shall a male janitor allow female patrons to enter and use any facilities while in the performance of the Contract's duties; nor shall a female janitor allow access to male patrons. Contractor's employees shall be required to interrupt their work at any time to allow the passage of City personnel.

Extreme care shall be taken to safeguard all existing facilities, site amenities, plumbing, irrigation systems, plant material, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. In the event any damage is done to City property, caused by Contractor's personnel, the Contractor shall notify the Contract Administrator, NO LATER THAN THE NEXT WORKING DAY. If the Contractor has not repaired or replaced damaged property within 48 hours, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice(s).

Contractor must exercise extreme caution and discernment when operating any machinery, equipment or vehicles near pedestrians and when maneuvering through crowds when present.

The Contractor shall adhere to the Florida DOT's Uniform Manual on Traffic Control for maintenance work zones. It will be the sole responsibility of the Contractor to familiarize himself and his employees with these provisions.

All Contractor vehicles must be properly parked in observance of all regulatory signs and street markings. The Contractor shall also comply with all Federal, State and local laws, codes, rules and regulations that govern and control the operations of this proposal.

The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Blood borne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must be made available upon request.

By signing this proposal, the proposer certifies that all material, equipment, etc. contained in his proposal meets all OSHA requirements. Proposer further certifies that, if he is the successful proposer, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the proposer.

3.06 City Emergency Contact Numbers

The following phone numbers should be contacted if problems or emergencies are encountered during weekends or holidays, while in the performance of the services of this contract:

Riverwalk Areas	(954) 663-7342
All Other Parks	(954) 852-9359
Contract Administration	(954) 383-1176
To Report Graffiti	(954) 828-6402 (on facilities' exterior surfaces)
Public Services	(954) 828-8000
Park Rangers	(954) 828-4634

3.07 Emergency Call Back Service

Contractor shall maintain a 24-hour telephone/pager service to insure the Contractor's ability to respond and comply with City requests. Contractor shall respond and comply with any City request for emergency service within 2 to 4 hours from the time of contact. Failure to respond or to comply with the service request within the time frame as stated may result in invocation of the Contract's cancellation clause.

In the instance the Contractor is asked to perform an emergency supplemental service, or a continuous or extended on-site service, the Contractor shall be allowed to bill the City of Fort Lauderdale for the supplemental service at the hourly rate quoted. The Contractor's employee shall remain on site as an attendant and shall provide continuous cleaning and replenishment of supplies for each hour requested and billed to the City. An emergency supplemental cleaning service shall be billable for a minimum of one hour. The per-person hourly rate should include the time, management, supplies and equipment (TME) necessary to complete the assignment. The Contract Administrator must authorize such services, as well as the number of manpower and hours required to complete the assigned to the task.

3.08 Janitorial Monitoring System

The Parks and Recreation Department Contract Administrator or designee reserves the right to employ a method(s) of janitorial monitoring. This method(s) may include, but is not limited to sign-in sheets and/or time punch instruments. If a time punch instrument is issued, it is the responsibility of the contractor to ensure it is properly cared for. Any lost or damaged apparatus will be deducted from the Contractor's payment. The janitor must use the instrument upon entering and exiting the facility.

The current time punch system used is the Job Clock System. A green key (in) tab and a red key (out) tab will be issued to each janitor. The green key tab is used to punch in at a location and the red key tab is used to punch out at a location. When the janitor inserts the key tab into the time punch instrument, a sound will let the janitor know the punch is accepted. If there is no entering time punch at a location, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice. If there is less than five (5) minutes spent at a location, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice. It is the responsibility of the janitor to inform the Contract Administrator within twenty-four (24) hours if a time punch instrument is malfunctioning. It is the responsibility of the janitor to inform the Contract Administrator if new key tabs are needed. The cost of the key tabs will be deducted from the Contractor's monthly invoice. Using a Palm Pilot device, the Contract Administrator will periodically download the recorded punches at each location with a Job Clock. The data is downloaded into the Job Clock System software located on the Contractor Administrator's computer. A report of

recorded punches will be made available upon request.

If a weekly sign-in sheet is used, the Contractor shall ensure its employees sign the sign-in sheet at each location with a legible signature completing all required information as designated by the Contract Administrator, for each location serviced. The janitor may only sign-in once for each service and may only sign at the time of the service is being performed. The sign-in sheet must contain the name of janitor, date, location of service as well as the beginning and ending time for each location and every day of service. The service times shall be in accordance with the proposed work schedule. The sign-in sheet shall verify all time worked, and serve as a personnel attendance log. The janitor may only sign in once for each service performed at the date and time the service is performed.

If the attendance sheet has been removed from any location, this must be immediately reported to the Contract Administrator to reflect and document the work invoiced. No payment will be made for work in which an attendance system has not been used.

The Parks & Recreation Department Contract Administrator, or designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, a janitorial inspection report will be communicated to the Contractor noting required corrections.

In the event the contractor shall not have completed all of the required daily, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If they are not, a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval of the Parks & Recreation Contract Administrator or designee shall result in the deduction of the total daily cost for that location.

3.09 Materials/Equipment

The Contractor shall provide all **toilet tissue, hand towels, hand soap, urinal blocks, urinal plastic screen holders and trash can liners for trash receptacles, as well as cleaning supplies and equipment** as required to properly maintain the facilities and areas in an acceptable condition. There must be at least two rolls of toilet tissue in each bathroom stall at all times. Materials and supplies shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, grout and floor care cleaners, wax, polish, sealants and protective coatings, etc. It shall also include brooms, mops (wet and dry/dry dust mops), mop handles, dust mop handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, ladders, floor pads, rubber gloves, spray bottles, floor machines, scrubber, strippers, etc., needed to perform the cleaning. The City **will not** provide any materials or equipment under this contract. However, the City is responsible for the mechanical operation of the restrooms and any required repairs to toilets, dispensers, lighting or holders, etc.

NOTE: All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use.

All floor finishes, floor sealers, floor strippers, grout cleaners, germicidal and disinfecting cleaners, carpet cleaners, supplies, detergents, spot removers, metal and wood polishes, etc. must be registered with the United States Department of Agriculture.

Contractor's employees must use protective clothing or gloves when handling harsh skin irritating chemicals. Contractor shall provide gloves and/or protective clothing for use by his employees.

NOTE: All equipment used in the cleaning operation of any Parks & Recreation building must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be used. Upon completion of the workday, all equipment will be properly stored or removed from the facility. No equipment should be left out in the open.

3.10 Liquidated Damages

Failure of the Contractor to perform as described, or to not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered, as liquidated damages. Liquidated damages shall not be construed as penalties.

In the event the Contractor shall not have completed all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies immediately or no later than the following day. These corrections must be completely performed in accordance with the specification requirements, if not, a deduction for the total cost for that location will be deducted from the Contractor's monthly invoice.

In addition, if the Contractor continually fails (two or more services) to perform the services within the time specified in the contract, or if the actual services performed are only partially completed, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoice in the amount of \$50.00 for that location as fixed, agreed, and liquidated damages. Deductions will be applied in accordance with the Contractor's bid proposal form "prices."

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City's Contract Administrator, or his designee, shall result in the deduction of the total cost for that service. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

City does not pay for services where locations are locked for holidays or on weekends. These locations will be forwarded to contractor yearly.

3.11 Silence of Specifications

The apparent silence of the foregoing specifications as to any detail or omission as a detailed description, concerning any specific detail shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and one (1) copy plus two electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein. Flash Drives shall not be password protected and shall be one complete pdf. File.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named

therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer shall also propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time.

Also provide information on your firm's current workload and how this project will fit into

your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps

necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

G. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

ABILITY TO MEET OBJECTIVES	
Understanding of the overall needs of the City for such services, as presented in the narrative proposal	20%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	50%
Total Cost	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

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	LOCATIONS	DESCRIPTION	OPERATING HOURS	SERVICES PER YEAR	PRICE PER SERVICE (svc)	TOTAL ANNUAL COST PER LOCATION
1.	Bayview Park 4401 Bayview Dr. Located at northside of park. (Estimated Square Footage – 455 sqft.)	One Men and Women restroom. 1 Service per Day - Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4745.00</u>
2.	Floranada Park Located at 5100 NE 14 Way, on north side of the school by baseball fields third base. (Estimated Square Footage – 88 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4015.00</u>
3.	George English Park Located at 1101 Bayview Dr. (Estimated Square Footage – 600 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4015.00</u>
4.	George English Park Administrative Office Located at 1101 Bayview Dr. (Estimated Square Footage – 200 sqft.)	One unisex restroom with shower. 1 Service per Week– Must be cleaned once per week, by 12-noon.	7AM to 4PM	52 SVC	\$ <u>13.00</u> /svc	\$ <u>676.00</u>
5.	Holiday Park multi-fields Located at 800 North Federal Highway. Located very close to Park Rangers office. (Estimated Square Footage – 660 sqft.)	One Men and Women restroom. 2 Services per Day - Must be cleaned 2 times a day. One cleaning by 9-am and the other must be 4 hours after first cleaning.	7AM to 8PM	730 SVC	\$ <u>13.00</u> /svc	\$ <u>9,355.00</u>
6.	Holiday Park Baseball fields, Located at most northern end of park, by NE 12 Way. (Estimated Square Footage – 744 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>
7.	Holiday Park Jimmy Evert Tennis Center. Located at 800 North Federal Highway. (Estimated Square Footage – 648 sqft.)	One Men and Women restroom with showers. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 4PM	365 SVC	\$ <u>18.00</u> /svc	\$ <u>6,570.00</u>
8.	Floyd Hull Stadium – inside the Park at the corner of SW 8 th Avenue & SW 28 Street	One Men and One Women restrooms (in the new concessions)	7AM to 6PM	365 SVC	\$ <u>25.00</u> /svc	\$ <u>9,125.00</u>

	(Estimated Square Footage – 288 sqft.)	1 Service per Day – Must be cleaned before 12-noon daily.				
9.	Floyd Hull Stadium Across from Morton Center – Outfield area (Estimated Square Footage – 260 sqft.)	One Men and Women restroom (Madera-Tyrell Building) 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 6PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015.00</u>
10.	Dottie Mancini Park. Located at 6400 NE 22 Ave. (Estimated Square Footage – 52 sqft.)	One unisex restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015.00</u>
11.	Sunset Park. Located at 3775 SW 16 St., beside the school (Estimated Square Footage – 120 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015.00</u>
12.	Parks Yard Restroom. Located at 220 SW 14 Ave., by the Foremen and Supervisors offices. (Estimated Square Footage – 314 sqft.)	Unisex bathroom and hallway with shower. Also, cleaning of the ladies restroom (3 sinks and 3 toilets and one utility sink) at the front of the building. 2 Services per Week (Monday and Thursday), by 12-noon.	7AM to 3PM	104 SVC	\$ <u>21.00</u> /svc	\$ <u>2,184.00</u>
13.	Las Olas Esplanade at Riverwalk. Located directly across from the IMAX complex. (Estimated Square Footage – 1737 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>
14.	Riverland Park Located at 4000 Riverland Rd., on the north side of the park. (Estimated Square Footage – 120 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 8PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015.00</u>
15.	Mills Pond Baseball Restrooms 2201 NW 9 Ave. (by concession stand) Gated park entrance. (Estimated Square Footage – 184 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 6PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>
16.	Mills Pond at the Multi-fields. Location is at southern end of park. Gated park entrance. (Estimated Square Footage – 668 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	7AM to 6PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>

17.	Mills Pond Maintenance Located at: 2201 NW 9 Ave (Estimated Square Footage – 42 sqft.)	One unisex restroom – 1 Service per day	8AM to 4PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>
18.	Palm Aire Park Located at 3354 NW 63 St. (Estimated Square Footage – 636 sqft.)	One Men and Women restroom. 1 Service per Day – Must be cleaned by 12-noon daily.	8AM to 4PM	365 SVC	\$ <u>13.00</u> /svc	\$ <u>4,745.00</u>
19.	South Beach Restrooms Located at the beach at A1A and Harbor Drive, across from Bahia Mar Hotel and Marina (Estimated Square Footage – 1290 sqft.)	One Men and Women restroom. <u>Monday through Friday:</u> Must be cleaned three (3) times a day at 7 am, 12 noon, and 4 pm. <u>Weekends:</u> must be cleaned six (6) times a day at 6 am, 9 am, 12 noon, 3 pm, 5 pm, 7 pm.	6AM to 8PM	1404 SVC	\$ <u>17.00</u> /svc	\$ <u>23,868.00</u>
20.	Fort Lauderdale Stadium Located at 1301 NW 55 Street (Estimated Square Footage – 260 sqft.)	Men and Women Restroom used for Soccer behind the left field bleachers, Main Men and Womens Bathrooms located behind the food court area and Men and Women restrooms located behind the outfield bleachers. 3 cleanings per week - MWF	8AM to 9PM	156 SVC	\$ <u>19.00</u> /svc	\$ <u>2,964.00</u>
21.	Cooley's Landing Restrooms – 420 SW 7 Ave (Estimated Square Footage – 612 sqft.)	One Men and Women restroom. 1 Service per Day –	6AM to 7PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015</u>
22.	Hardy Park Located at 25 SW 9 Street (Estimated Square Footage – 600 sqft.)	One Men and Women restroom. 1 Service per Day –	8AM to 9PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015</u>
23.	Morton Activity Center Located at 2890 SW 8 Ave (Estimated Square Footage – 400 sqft.)	One Men and One Women Restroom – 1 Service per Day	8AM to 5PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015</u>
24.	15th Street Boat Basin/Cox Landing Located at: 1784 SE 15 Street (Estimated Square Footage – 288 sqft.)	Need a daily cleaning of all the picnic tables under the pavilion by the restroom room. They will also need to wash the floor washed down daily and empty the 2 garbage can on eastside of the pavilion. This structure is	8AM to 5PM	365 SVC	\$ <u>19.00</u> /svc	\$ <u>6,935.00</u>

		<p>25'x16'.</p> <p>The bathroom structure is 20'x 15 and the mens and ladies bathroom both have one toilet and one sink in each room. The soap, toilet paper and paper towel dispensers need to be filled daily and the baby changing tables need to be cleaned daily. The garbage cans in each bathroom also need to be emptied daily. Clean 2 drinking fountains.</p> <p>The walls and floor and light fixtures need to fall under the same cleaning schedule as the other bathrooms.</p> <p>The fish cleaning table also needs to be cleaned daily with the right chemicals and no abrasive material should be used on it. Please report any damage or functioning issues. The floor also needs to be cleaned daily and lighting and walls should be cleaned on the same schedule as stated in contract. The garbage can will need to be cleaned daily as well.</p> <p>This whole facility needs to be cleaned daily before 12 noon.</p>				
25.	<p>Mangurian Park Located at: 3850 N Federal Hwy (Estimated Square Footage – 288 sqft.)</p>	<p>One Men and One Women Restroom (1 service per day)</p>	8AM to 9PM	365 SVC	\$ 11.00 /svc	\$ 4.015

26.	Osswald Park Located at: 2220 NW 21 Ave (Estimated Square Footage – 630 sqft.)	One Men and One Woman Restroom – 1 cleaning per day	8AM to 9PM	365 SVC	\$ <u>11.00</u> /svc	\$ <u>4,015</u>

(All cleaning schedules as outlined in Contract are subject to change by City)

TOTAL ANNUAL COST \$ 139,057.00

Special Events:

In addition, the City of Fort Lauderdale occasionally hosts special events which require a restroom monitor be present to ensure the restroom facilities are kept clean during City sponsored special events. Please indicate your cost for a restroom monitor below. This shall be a flat rate, regardless of nights/weekends/holidays.

\$ 35.00 per hour

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time,

indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has

been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly

sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and

residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining

the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL:**
<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>
THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and all kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of

such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. The following applies to contracts with values over \$100,000: The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, ("Section 2-187"), by not discriminating against the Contractor's employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law, during the entire term of the contract that arises out of this ITB. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of the contract, entitling the City to pursue any of the following remedies or any remedy provided under applicable law: (a) The City may terminate the contract if the Contractor fails to comply with Section 2-187; and (b) The City may retain all monies due or to become due until the Contractor complies with Section 2-187; and (c) The Contractor may be subject to debarment or suspension proceedings consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 **PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>		<u>RELATIONSHIPS</u>	
NO	N/A	NO	N/A
<hr/>		<hr/>	
<hr/>		<hr/>	
<hr/>		<hr/>	
<hr/>		<hr/>	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

MR. Clebert Merat
Authorized Signature

MR. CLEBERT MERAT MANAGER
Print Name and Title

Sunday, January 13, 2019
Date



CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☒ Master Card
☒ Visa Card

Company Name: M.C & M CONSTRUCTIONS CORP

MR. CLEBERT MERAT
Name (Printed)

MR. Clebert Merat
Signature

Sunday, January 13, 2019
Date

MANAGER
Title

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____
Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2) _____
Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3) _____
Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4) _____
Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5) _____
Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6) _____
Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: M.C & M CONSTRUCTIONS CORP

AUTHORIZED COMPANY PERSON: MR. CLEBERT MERAT Mr. Clebert Merat 01/15/2019
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) M.C & M CONSTRUCTIONS CORP EIN (Optional): 81-1978309

Address: 18800 NW 2ND AVE, SUITE 108

City: MIAMI GARDENS, FLORIDA 33169 State: FLORIDA Zip: 33169

Telephone No. 754-248-1155 FAX No. _____ Email: mcwdccassc@gmail.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Total Bid Discount (section 1.05 of General Conditions): 2%

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE _____ WBE _____
WE APPLY WITH MINORITY SUPPLIER IN MIAMI

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	12/28/2018				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNCH you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

M.C & M CONSTRUCTIONS CORP

Name (printed)

Tuesday, January 15, 2019

Date:

MR. Celebert Merat
Signature

MANAGER

Title

revised 04/10/15



CITY OF FORT LAUDERDALE

RFP TABULATION

RFP # 555-11543

TITLE: Janitorial Services, Parks

OPENED: 12/30/14

			Image Janitorial Services	
LOCATIONS	QTY	UNIT	UNIT COST	TOTAL COST
Bayview Park	365	svc	\$ 12.00	\$ 4,380.00
Floranada Park	365	svc	\$ 10.00	\$ 3,650.00
George English Park	365	svc	\$ 10.00	\$ 3,650.00
George English Park, Admin.	52	svc	\$ 12.00	\$ 624.00
Holiday Park, Multi Fields	730	svc	\$ 12.50	\$ 9,125.00
Holiday Park, Baseball Fields	365	svc	\$ 12.00	\$ 4,380.00
Holiday Park, Jimmy Evert Ctr	365	svc	\$ 17.00	\$ 6,205.00
Floyd Hull Stadium	365	svc	\$ 24.00	\$ 8,760.00
Floyd Hull Stadium, Outfield	365	svc	\$ 10.00	\$ 3,650.00
Dottie Mancini Park	365	svc	\$ 10.00	\$ 3,650.00
Sunset Park	365	svc	\$ 10.00	\$ 3,650.00
Parks Yard	52	svc	\$ 20.00	\$ 1,040.00
Las Olas Esplanade	365	svc	\$ 12.00	\$ 4,380.00
Riverland Park	365	svc	\$ 10.00	\$ 3,650.00
Mills Pond Baseball	365	svc	\$ 12.00	\$ 4,380.00
Mills Pond Multi-Fields	365	svc	\$ 12.00	\$ 4,380.00
Palm Aire Park	365	svc	\$ 12.00	\$ 4,380.00
South Beach	1404	svc	\$ 16.00	\$ 22,464.00
Fort Lauderdale Stadium	168	svc	\$ 18.00	\$ 3,024.00
Cooley's Landing Parking Lot	365	svc	\$ 10.00	\$ 3,650.00
Hardy Park	365	svc	\$ 10.00	\$ 3,650.00
Morton Activity Center	365	svc	\$ 10.00	\$ 3,650.00
15th St. Boat Basin/Cox Landing	365	svc	\$ 18.00	\$ 6,570.00
			\$ 116,942.00	



ADDENDUM NO. 1

RFP No. 12224-595
TITLE: Janitorial Services, Parks

ISSUED: January 14, 2019

This addendum is being issued to make the following change(s):

1. Section VI – Cost Proposal Page, Line Items 12 and 20 have been corrected. Bidder must use the Revised Section VI included with this addendum.
2. The end date has been changed to Wednesday, January 23, 2019.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Administrator

Company Name: MCEM Construction Corp.
(please print)

Bidder's Signature: [Signature]

Date: 1/22/2019