

Solicitation 565-11668

Janitorial Services, Citywide

Bid Designation: Public



City of Fort Lauderdale

Bid 565-11668 Janitorial Services, Citywide

Bid Number **565-11668**
 Bid Title **Janitorial Services, Citywide**

Bid Start Date **Nov 9, 2015 9:10:34 AM EST**
 Bid End Date **Dec 10, 2015 2:00:00 PM EST**
 Question & Answer End Date **Dec 2, 2015 5:00:00 PM EST**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Pre-Bid Conference **Nov 18, 2015 8:00:00 AM EST**
Attendance is optional
Location: Fort Lauderdale Executive Airport
Main Conference Room
6000 NW 21st Avenue
Fort Lauderdale, FL 33309

Addendum # 1

New Documents **11668-Addendum No. 1.doc**

Conference on Nov 18, 2015 8:00:00 AM EST as been added

Changes were made to the following items:
 Janitorial Services, Citywide

Addendum # 2

New Documents **10766 - Janitorial Maintenance Services.pdf**

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide citywide janitorial maintenance services for the City's Facilities Division of the Parks and Recreation Department, 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 Nov 12, 2015:

Please refer to Addendum No. 1 attached for information regarding a pre-proposal conference.

Added on Dec 1, 2015:

Please refer to Addendum No. 2 attached, along with revised cost proposal pages and location list.

Addendum # 1

City of Fort Lauderdale
Janitorial Services, Citywide
RFP # 565-11668

SECTION 1 – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide citywide janitorial maintenance services for the City's Facilities Division of the Parks and Recreation Department, 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-proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to visit to inspect the City's location(s) facilities systems prior to submitting a bid. 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.

Contractors are free to visit the sites where services are to be performed and any questions should be referred to David Smith at 954-828-6560.

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. Offerors 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 an Offeror's 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 Specialist 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). Contractor's please note: Proposals shall be submitted as stated in PART V – Requirements of the Proposal. 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 2 - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions Form G-107 Rev. 02/15 (GC) 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 BIDSNYC 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 BIDSNYC 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 BIDSNYC 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

Contractor 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 must quote a firm, fixed cost per week for each location 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.

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

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. 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 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.

2.8 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.

2.9 Acceptance of Proposals / Minor Irregularities

2.9.1 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.

2.9.2 The City reserves the right to disqualify Contractor 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 Contractor.

2.10 Modification of Services

2.10.1 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.

2.10.2 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.

2.10.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or

services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

2.10.4 If the Successful Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

2.11 No Exclusive Contract

Contractor 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.

2.12 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 http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.13 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.

2.14 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.

2.15 Minimum Qualifications

Contractors shall be in the business of janitorial maintenance services and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Contractor must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public 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.

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

2.15.1 Firm or principals shall have at least three (3) years of janitorial maintenance experience.

2.15.2 Before awarding a contract, the City reserves the right to require that a Contractor submit such evidence of his/her 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.

2.15.3 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.

2.15.4 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.

2.15.5 Contractor and those performing the work must be appropriately licensed and registered in the State of Florida.

2.16 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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: http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.17 Local Business Preference

2.17.1 Section 2-199.2, 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:

2.17.2 Upon formal request of the City, based on the application of a Local Business Preference the Contractor 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 Firm 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.

2.17.3 Failure to comply at time of proposal submittal shall result in the Contractor being found ineligible for the local business preference.

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

2.17.5 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.

2.18 Protest Procedure

2.18.1 Any contractor 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:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

2.18.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.19 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.

2.20 Subcontractors

2.20.1 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.

- 2.20.2** 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.
- 2.20.3** 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.

2.21 Insurance Requirements

- 2.21.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 2.21.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.
- 2.21.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
Property damage \$100,000 each occurrence

Commercial Crime/Employee Dishonesty Insurance

Limits: \$1,000,000 per occurrence

2.21.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.21.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.22 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 Contractor(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 Contractor, at the sole and absolute discretion of the in the City.

2.23 Unauthorized Work

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

2.24 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.

2.25 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.

2.26 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:

2.26.1 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;

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

2.26.3 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

2.26.4 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.

2.27 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.

2.28 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.

2.29 Contract Period

The initial contract term shall commence upon date of award by the City or January 1, 2016 whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional two-year terms, 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 ninety (90) 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.

2.30 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two (2) 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.

2.31 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).

2.32 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 evaluation and documents findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.33 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.

2.34 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.

END OF SECTION

SECTION 3 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.01 Objective

The stated janitorial services are generally required at the designated facilities on the basis of five (5) times weekly, and are to be provided Monday through Friday, after regular working hours. **Exceptions are noted by location.**

Service at specified locations shall include cleaning of all offices, conference rooms, and common areas, including: lobbies, hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the City's Maintenance Manager, or his designee.

Adequate personnel shall be provided to ensure that the tasks are completed within a reasonable amount of time.

3.02 Initial Cleaning Requirements

The Contractor, in addition to the initial month's services, shall bring all facilities to contract standards during the first month of the contract. The initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. The Contractor, his supervisor(s) and the City of Fort Lauderdale Maintenance Manager, or designee, will meet prior to the first week of the contract to ensure that the facilities will meet the contract standards. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the contract.

3.03 Periodic Cleaning Schedule

Cleaning specified to be performed weekly, bi-weekly, monthly and quarterly must be pre-scheduled by the Contractor.

- A. By the first of each month, to the Maintenance Manager, or designee, the Contractor must forward in writing a list of services (cleaning) they will perform for that month in accordance with the specifications, listing the starting and completion date for each cleaning task.
- B. The frequency of cleaning listed in the specifications must be performed as specified unless modified in writing by the Maintenance Manager, or designee.
- C. All cleaning methods used to perform the cleaning outlined in the specifications must be those that are universally accepted in the cleaning maintenance field. Also, each cleaning function shall be completed in workmanlike manner. All cleaning requirements must be performed in its entirety in accordance with the specifications.

3.04 Personnel

- A. Contractor's employees are to present a professional appearance. Contractor's employees shall be neat, clean, well groomed, and courteous, properly uniformed and

conduct themselves in a respectable manner while performing duties and while on City property.

- B. Employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the Contractor's company name.
- C. The contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cell numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.
- D. The City's Maintenance Manager, or his designee 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.
- E. The successful bidder will need to complete background checks on all employees that will be working on City property.

3.05 Supervision

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems with designated City staff. Each supervisor, the night crew foreman and the day porter, to the satisfaction of the City's Maintenance Manager, or designee, shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.

The City's Maintenance Manager, or designee may request the Contractor to remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

3.06 Unauthorized Personnel

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee. The City of Fort Lauderdale prohibits teenagers, minors, or children to work in City owned buildings under this Agreement.

3.07 Materials and Equipment

- A. The Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, floor care cleaners 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, floor pads, rubber gloves, for trash removal, spray bottles, floor machines, vacuum cleaners, etc., needed to perform the cleaning.

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.

- B. All floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, defoamer, spotter metal and wood polishes, etc. must be registered with the United States Department of Agriculture. Contractor's employees must use protective gloved clothing when using (harsh) skin-irritating chemicals.
- C. Vacuum cleaners shall be equipped with a beater bar or double row of brushes with high suction. The bar or brush setting should be approximately 1/8" below the vacuum cleaner casing. It is recommended that vacuum cleaners are equipped with special HEPA type bags that lose no more than 1/10 of one percent of dust collected to the atmosphere.
- D. All equipment used in the cleaning operation of any City of Fort Lauderdale building must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be allowed to be used.

3.08 City-Furnished Supplies

The City will provide the Contractor with supplies such as toilet tissue, hand towels and hand soap to be used by City personnel in the restrooms. Can liners for all trash receptacles shall also be provided by the City, but installed by the Contractor.

3.09 Recyclable Materials

All City buildings have recyclable containers and storage areas. It is the Contractor's responsibility to place recyclable paper and materials in the buildings designated recyclable bin or area and to prevent non-recyclable materials from entering the recycling stream. Any Contractor disposing of recyclable materials by placing the material in the trash or removing it from the premises may be charged at the discretion of the City a deduction of the market value of the materials from the Contractor's monthly invoice. Any Contractor contaminating the recycling stream may be responsible for the costs incurred by the City as a result. All Contractor staff shall be trained and knowledgeable in the proper handling of recyclable materials.

3.10 Green Cleaning Requirements – Green Cleaning Plan

The Contractor is encouraged to use green cleaning products and processes, to the degree feasible, and shall demonstrate such capability by submitting a green cleaning plan, that describes methods, materials, and equipment used under the contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment. Unlike a traditional cleaning program, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on occupant health and the environmental impacts. A list of green cleaning product attributes is found in the Table below. Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, bio-based products, and products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA). The Contractor shall use safe and environmentally preferable products that,



wherever feasible, are United States Department of Agriculture (USDA) designated bio-based products, Green Seal™ certified, UL ECOLOGO certified, and/or Design for the Environment and compliant with applicable Executive Orders. With the exception of those products specifically provided by the City, the Contractor shall use only Green Seal certified products for the following categories: floor strippers, hand soaps, odor control/neutralizers, paper towels and upholstery and rug cleaners. For those categories not covered by the above standards preference will be given to those products meeting the California Code of Regulations maximum allowable VOC levels for the appropriate cleaning product category (California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com). If cleaning products that meet these criteria are not available only then can the cleaning Contractor use other type products. In such cases the Contractor shall continue to use to the extent possible the safest and most environmentally friendly products. All Contractor staff will be trained and knowledgeable in the Contractor's green cleaning procedures.


Green Purchase Product Criteria				
Custodial Products				
Product Use	Preferred Features	Hazards to Avoid	Example Products	Potential Web Resources for Green products
Cleaner	Non-toxic GreenSeal of Approval Low-VOC Biobased	Volatile hazardous chemicals, SARA 313 chemicals, Anti-microbial agents, Petroleum-based chemicals	-HURRISAFE 9030 (PCI of America) -Simple Green Clean Building Bathroom (Sunshine Makers, Inc.)	www.ecooptions.homedepot.com www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com
Floor Cleaner	Low-VOC Non-toxic GreenSeal of Approval Biobased NESHAP Compliant	Ammonium hydroxide and other caustic components	-3M Twist 'n Fill Floor Cleaner (3M) -Green Concepts 40 Neutral Floor and Hard Surface Cleaner (Eco Concepts Inc.) -General Purpose Floor Cleaner (Tough Guy)	www.ecooptions.homedepot.com www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com www.biogreenclean.com
Floor Finish	Non-toxic Low-VOC GreenSeal of Approval CA Compliant	Zinc, stoddard solvent, metal-crosslinked polymers	-Dura ZF Floor Finish (Maintex, Inc.) -Green Link Floor Finish (Zep Manufacturing Company)	www.all-greenjanitorialproducts.com
Floor Stripper	GreenSeal of Approval Non-toxic CA Compliant Low-VOC	Ammonium, sodium hydroxide, and other caustic components	-Green Logic Floor Stripper (Core Products Company, Inc.) -Enviro Care Floor Strip	www.all-greenjanitorialproducts.com www.simplegreen.com www.biogreenclean.com

Odor Control/ Neutralizer	Low-VOC Non-toxic GreenSeal of Approval	Volatile hazardous chemicals, SARA 313 chemicals	-BON-SA-45 Odor Neutralizer (Bioworld Products LLC) -Enzyme Odor Control (Ultimate Solutions, Inc.)	www.all-greenjanitorialproducts.com
Upholstery and Rug Cleaner	GreenSeal of Approval Biobased Non-toxic Low-VOC	SARA 313 chemicals (perchloroethylene)	-Shaw R2X Area Rug Spot Cleaner (Shield Industries, Inc.) -Rug Cleaner -Pride Shampoo (Chemco Industries, Inc.)	www.ecooptions.homedepot.com www.all-greenjanitorialproducts.com www.seventhgeneration.com www.simplegreen.com www.biogreenclean.com
Vacuum Cleaner and Other Cleaning Equipment	GreenSeal of Approval Recycled content	N/A	-Sanitaire Upright Vacuum Cleaner (Eureka) -Carpet Cleaner Shampooer (Eureka)	www.walmart.com www.target.com www.all-greenjanitorialproducts.com

General Website Resources:

- www.greenseal.org
- www.all-greenjanitorialproducts.com
- www.ecologo.org
- www.buygreen.com/janitorial.aspx
- www.eartheasy.com
- www.greenguard.org
- http://www.responsiblepurchasing.org/purchasing_guides/cleaners/standards

Referenced certification programs		
Eco Symbol	Name/Website	Meaning
	USDA BioPreferred http://www.biopreferred.gov/BioPreferred/	The USDA recognizes BioPreferred products as certified biobased products. Biobased products are commercial or industrial products (other than food or feed) that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials, and also includes biobased intermediate ingredients or feedstocks.
	U.S. EPA Design for the Environment http://www2.epa.gov/saferchoice	Design for the Environment U.S. EPA label allows consumers to recognize a product that is safer for humans and the environment. Design for the Environment certified products are heavily researched to ensure that the product lines up with safe health and environmental usage.
	Green Seal http://www.greenseal.org/	Green Seal certifies products that are holistically designed to be environmentally responsible, including commercial and industrial cleaning products and copy and print paper.

	<p>UL EcoLogo http://ecologo.org</p>	<p>UL EcoLogo certifies that a product complies with stringent, third-party, environmental performance standards which may include some or all of the following categories: materials; energy; manufacturing and operations; health and environment; product performance and use; and product stewardship and innovation.</p>
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3.11 Building Security

- A. Facilities may have designated staff available to provide entry to and exit from or they may be on an alarm system. Contractor's employees must be properly identified and are not to enter or leave buildings at will once reporting for duty. Entry and exit will be limited to the initial report for service and service completion time.
- B. The Contractor shall provide the City with a weekly attendance/sign-in sheet for each location awarded. Attendance and hours shall be recorded daily, or in accordance with the work schedule. A legible copy of this report shall be provided weekly to the Maintenance Manager, or his designee. The report shall verify all hours worked, and serve as a documented personnel attendance log.
- C. Contractor's employees are prohibited from using City telephones. Charges billed from use of telephones by Contractor's employees will be deducted from monies due the Contractor and could result in the termination of the contract.
- D. Charges billed to the City of Fort Lauderdale, due to the failure of the Contractor's employees to properly arm or disarm building's alarm systems, shall be deducted from the Contractor's monthly invoice.

3.12 Safety

- A. The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.
- B. 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.

3.13 Measurements

The square footages noted are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job. Therefore, the total offer must be based on the accurate measurements by bidders during any site visit or inspection. Failure to do so will be at the bidder's risk.

3.14 Service Locations

A complete listing of facilities and current operating hours of offices within the facility is provided and attached as Exhibit A. The list provides estimated square footage and suggested times for completion of the required services. Those times are not to be considered specific for each location and/or task.

3.15 Schedule of Services – Offices/Corridors/Lounges/Foyers/Lobby**A. Daily**

1. Empty wastebaskets, replace bag liner if ripped, soiled or wet
2. Dispose of refuse to an outside dumpster
3. Empty recycle containers and deposit material into outside collection container
4. Empty and clean all ashtrays and cigarette receptacles (including those on stairwell landings and outside of building entrances)
5. Clean all table and counter surfaces not having paper or materials stored on them
6. Dispose of any cardboard packing or discarded materials or items left for removal to outside dumpster.
7. Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris.
8. Clean all glass main entry doors.
9. Sweep and damp mop all hard flooring (including elevators and stone surfaced flooring; spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
10. Vacuum all carpeting with approved vacuum cleaner (See Section 4.7).
11. Refill hand towel dispensers.
12. Clean and sanitize drinking fountains.
13. Sweep clean all landings and stairwells.
14. Spot clean any obvious stains or spills in carpeted areas with appropriate/approved cleaner(s).

B. Weekly

1. Polish furniture.
2. Clean and polish all table and counter surfaces which are free of material.
3. Wipe down all interior window frames, and sills with damp cloth.
4. Clean all non-glass doors and door frames
5. Wipe down all shelving with damp cloth.
6. Vacuum all fabric covered furniture and partitions
7. Wipe down elevator walls, polish interior cab with all purpose cleaning spray or furniture polish.
8. Clean all elevator hand railings and metallic wall panels with stainless steel cleaner/polish.

C. Bi-Weekly

1. Damp mop, wax and buff hard flooring (including elevators). Does not include stone surfaced flooring.
2. Clean all blinds, wall plates, door hardware and stairwell railings

D. Monthly

1. Dust and clean all air conditioning registers and air return vents.
2. Clean all vinyl furniture with vinyl cleaner.
3. Scrub, rinse, spray buff and wax hard floors (excluding stone surfaced flooring, utilizing

- proper floor care machinery.
- 4. Wipe down all walls and clean any spider webs from corners or ceilings.
- 5. Clean interior window glass.
- 6. Clean baseboards.

E. Quarterly

Strip, scrub, rinse and wax hard floors (excluding stone surfaced flooring, utilizing proper floor care machinery. (This service is to be provided within fifteen days of start-up of contract or trial period and performed quarterly thereafter).

3.16 Schedule of Services - Lavatories

A. Daily

- 1. Clean all mirrors.
- 2. Replenish soap, toilet tissue and hand towels.
- 3. Sweep, mop with disinfectant cleaner and rinse bathroom floors.
- 4. Clean urinals and commodes (inside and out).
- 5. Check deodorizer block and replace if necessary.
- 6. Wipe down all partitions.
- 7. Clean and disinfect basins and counter tops.
- 8. Empty and clean all waste receptacles, replace liners if necessary.
- 9. Polish all chrome and stainless steel.

B. Weekly

- 1. Clean all doors, including entry doors, metal kick plates, door handles or push plates.
- 2. Clean all interior window glass, frames and sills.
- 3. Clean showers (if applicable).
- 4. Clean locker tops (if applicable).
- 5. Wipe clean (with tile cleaner) all tiled wall areas.
- 6. **City Hall – Pour at least one gallon of water down the floor drains.**

C. Monthly

Dust and clean all air conditioning registers and air return vents.

D. Quarterly

Scrub and rinse all tile surfaces with a non-toxic tile cleaner.

3.17 Schedule of Services - Entrance

Clean all doors (including glass doors) and frames, sweep mats, remove spider webs, remove gum.

3.18 Schedule of Services – Food Preparation Areas (Small Kitchens)

A. Daily

- 1. Clean all counter space.
- 2. Flooring to be as outlined in Paragraph 4.14.
- 3. Wipe clean all appliances.
- 4. Clean and disinfect sink.
- 5. Refill hand towel dispensers

3.19 Schedule of Services - Exterior (Mizell Center Only)

Daily - Clean and pickup parking area under building. Work to consist of sweeping and the collection and disposal of litter.

3.20 Schedule of Services - Exterior (15th Street Boat Ramp Only)

Saturday and Sunday ONLY -Bag trash from the five (5) outside receptacles and dispose of in the onsite dumpster.

3.21 Additional Optional Services

In addition to the regular services mentioned above, respondents are requested to provide costs for the following optional services. Estimated annual expenditure is \$20,000.

- A. Steam cleaning of carpeted areas, cost per square yard.
- B. Steam cleaning of chairs, cost per unit cleaned.
- C. Steam cleaning of sofas, cost per unit cleaned.

END OF SECTION

SECTION 4 – 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. Contractors 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 Contractor'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. Contractors are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Contractors 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 Contractors shall be typewritten or provided as otherwise instructed to in the RFP. Contractors 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 Contractor'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 Contractor's response to the RFP purporting to require confidentiality of any portion of the Contractor's response to the RFP, except to the extent that certain information is in the City's opinion is a Trade Secret pursuant to Florida law, shall be void. If a Contractor submits any documents or other information to the City which the Contractor claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Contractor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Contractor 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 Contractor'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.

- 4.1.6** One (1) original and two (2) copies plus seven (7) electronic (soft) copies 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.
- 4.1.7** By submitting a response Contractor 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 fifty (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 DVD/CD in a 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 Contractor 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. As part of the project approach, the proposer shall 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

Contractor 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. Local Business Preference (LBP)

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

e. Contract Payment Method

This form must be completed and returned with your proposal. Contractor 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.

f. 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.

g. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

END OF SECTION

SECTION 5 – 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/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office 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 no less than three (3) Proposals, assuming that three proposals have been received, 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 Contractors. 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 Contractor'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 as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understanding of the overall needs of the City for such services as presented in the narrative technical proposal: Technical Approach, Management reports, Communication, Mobilization.	25%
<u>QUALIFICATIONS</u>	
Experience, qualifications and past performance of the proposing firm, including persons proposed for the contract, facilities and resources: Staff, Licenses / Certificates, Resources, Training,	35%

Screening, Evaluations, Supervising, References.	
Green Cleaning <ul style="list-style-type: none"> • Green Cleaning Plan as per Section 3.10 • Ability to provide cleaning supplies and equipment that meet the City's Green Procurement Requirements, as indicated in Section 3.10. • Suggest innovative ideas and/or programs. 	5%
Total Project Cost	35%
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 6 – COST PROPOSAL PAGE**Contractor Name:** _____

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

Contractor is to provide a firm fixed weekly rate for janitorial services as detailed within the text of this RFP. Even though some of the requirements are monthly and some are quarterly, the Contractor will take this into consideration and prorate any changes within the firm weekly rate bid.

All services to be performed weekly/bi-weekly/monthly/quarterly will be performed on the last day of the service week (Friday night).

- | | | |
|-----|---|----------|
| 1. | Executive Airport, 6000 NW 21 Ave.
Reference Section 3.13 | \$ _____ |
| 2. | U.S. Customs Office, 1601 NW 56 St.
Reference Section 3.13 | \$ _____ |
| 3. | Helistop, 201 SE 3 Ave.
Reference Section 3.13 | \$ _____ |
| 4. | Radio Shop, 220 SW 14 Ave., Bldg 5
Reference Section 3.13 | \$ _____ |
| 5. | Facilities Maint. Shop, 220 SW 14 Ave., Bldg 3
Reference Section 3.13 | \$ _____ |
| 6. | Parks Compound, 220 SW 14 Ave.
Reference Section 3.13 | \$ _____ |
| 7. | Community Services Offices, 220 SW 14 Ave.
Reference Section 3.13 | \$ _____ |
| 8. | Fleet Services Office, 220 SW 14 Ave.
Reference Section 3.13 | \$ _____ |
| 9. | Sanitation Office, 220 SW 14 Ave., Bldg. 4
Reference Section 3.13 | \$ _____ |
| 10. | Parks & Recreation Admin, 1350 W. Broward Blvd.
Reference Section 3.13 | \$ _____ |
| 11. | Sustainable Development Dept. 700 NW 18 Ave.
Reference Section 3.13 | \$ _____ |
| 12. | Harbor Patrol Public Restrooms, 1784 SE 15 St.
Reference Section 3.13 | \$ _____ |
| 13. | Plant A Building, 2100 NW 6 St. | \$ _____ |

Reference Section 3.13

14. City Hall 1st Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
15. City Hall 2nd Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
16. City Hall 3rd Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
17. City Hall 4th Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
18. City Hall 5th Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
19. City Hall 6th Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
20. City Hall 7th Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
21. City Hall 8th Floor, 100 N. Andrews Ave. \$ _____
Reference Section 3.13
22. Print Shop, 401 SE 21 St. \$ _____
Reference Section 3.13
23. Public Works Admin., 949 NW 38 St. \$ _____
Reference Section 3.13
24. Survey Trailer, 949 NW 38 Street \$ _____
Reference Section 3.13
25. Central Maint. Shop, 4250 NW 10 Ave. \$ _____
Reference Section 3.13
26. Transportation Mobility Dept., 290 NE 3 Ave. \$ _____
Reference Section 3.13

TOTAL WEEKLY COST FOR ALL LOCATIONS \$ _____

TOTAL WEEKLY COST X 52 = TOTAL ANNUAL COST \$ _____

ADDITIONAL OPTIONAL SERVICES (as needed)

28. Steam cleaning of carpeted areas, cost per square yard. \$ _____/sq yd

29. Steam cleaning of chairs, cost per unit cleaned. \$ _____/sq yd
30. Steam cleaning of sofas, cost per unit cleaned. \$ _____/sq yd

Submitted by:

Name (printed)

Signature

Date

Title

	Locations	Address	Est Square Footage	Suggest Completion Time	Number of
1	Executive Airport	6000 NW 21 Avenue	Tile/Vinyl: 2631 SF Carpet: 6376 SF	Mon-Fri 9:30-11:30 am	4
2	U.S. Customs Office	1601 NW 56 Street	Ceramic Tile: 174 SF Carpet: 764 SF	Mon-Fri 9:30-11:30 am	4
3	Helistop	201 SE 2 Avenue, (6th fl parking garage)	Tile: 56 SF Carpet: 1116 SF	Mon-Fri 8 am - 5 pm	1
4	Radio Shop/Communications	220 SW 14 Avenue, Bldg. 5	Vinyl: 496 SF Carpet: 280 SF	Tues & Fri 5-9 pm	0
5	Facilities Maintenance	220 SW 14 Avenue, Bldg. 3	Vinyl/Tile: 2200 SF Concrete: 850 SF	Tues & Fri 5-9 pm	0
6	Parks Compound	220 SW 14 Avenue	Ceramic Tile: 1021 SF	Mon-Fri 4 - 9 pm	8
7	Community Services Office	220 SW 14 Avenue	Vinyl Tile: 114 SF Concrete: 260 SF Carpet: 570 SF	Tues & Fri 5 - 9 pm	0
8	Fleet Services Office	220 SW 14 Avenue	Carpet: 860 SF	Tues & Fri 5 - 8 pm	3
9	Solid WasteOffice	220 SW 14 Avenue, Bldg 4	Vinyl Tile: 3481 SF	Mon-Wed-Fri 5 - 8 pm	0
10	Parks & Recreation Admin	1350 W. Broward Blvd.	Ceramic Tile: 489 SF Carpet: 4675 SF	Mon - Fri 5 pm - 6 am	2
11	Sustainable Development Dept	700 NW 18 Avenue	Ceramic Tile: 2300 SF Vinyl Tile: 2100 SF Carpet: 30,220 SF	Day Porter Service Mon - Fri 10:30 am - 12:30 pm	6
12	Harbor Patrol Public Restrooms	1784 SE 15 Street	Ceramic Tile: 323 SF	Everyday 4 - 7 pm	2
13	Plant A Building	2100 NW 6 Street	Ceramic Tile: 218 SF Vinyl Tile: 1073 SF	Mon-Wed-Fri 5 pm - 7 am	2
14	City Hall Building	100 N. Andrews Avenue, 1st floor	Ceramic Tile: 368 SF Vinyl Tile: 528 SF Concrete: 5248 SF Carpet: 2970 SF	Day Porter Service Mon - Fri 9 am - 3 pm 2 full restroom cleanings am & pm	4
15		100 N. Andrews Avenue, 2nd floor	Ceramic Tile: 368 SF Vinyl Tile: 665 SF Carpet: 6534 SF		3
16		100 N. Andrews Avenue, 3rd floor	Ceramic Tile: 368 SF Vinyl Tile: 767 SF Carpet : 9204 SF		3
17		100 N. Andrews Avenue, 4th floor	Ceramic Tile: 368 SF Vinyl Tile: 1382 SF Carpet: 8937 SF		3
18		100 N. Andrews Avenue, 5th floor	Ceramic Tile: 368 SF Vinyl Tile: 649 SF Carpet: 5979 SF		3
19		100 N. Andrews Avenue, 6th floor	Ceramic Tile: 368 SF Vinyl Tile: 433 SF Carpet: 8302 SF		3
20		100 N. Andrews Avenue, 7th floor	Ceramic Tile: 368 SF Vinyl Tile: 180 SF Carpet: 11,196 SF		3
21		100 N. Andrews Avenue, 8th floor	Ceramic Tile: 368 SF Vinyl Tile: 2281 SF Concrete: 340 SF Carpet: 3397 SF		3
22	Print Shop	401 SE 21 Street	Vinyl Tile: 1893 SF	Mon & Thurs 8 am - 12 pm	2

23	Public Works Admin	949 NW 28 Street	Ceramic Tile: 1242 SF Vinyl Tile: 5315 SF Carpet: 7892 SF	Mon - Fri 6 - 11 pm Includes showers & locker rooms	7
24	Survey Trailer	949 NW 38 Street	flooring? 1200 SF	Wed & Fri 6 pm - 10 pm	3
25	Central Maint Shop	4250 NW 10 Avenue	Vinyl Tile: 925 SF Carpet: 850 SF Concrete: 1800 SF	Mon - Fri 6 - 11 pm	3
26	Transportation Mobility Dept.	290 NE 3 Avenue	Ceramic Tile: 425 SF Vinyl Tile: 877 SF Carpet: 8517 SF	Mon - Fri 6 - 11 pm	6

**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) 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

This Section applies to any contract for goods or services of \$1 million or more:

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 and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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.

Form G-107 Rev. 02/15

- 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 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: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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.

Form G-107 Rev. 02/15

- 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 any 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.
- 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, Form G-107 Rev. 02/15

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 AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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.

NAME**RELATIONSHIPS**

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.

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:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. 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.
Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. 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.
Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name

(6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: 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) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (**section 1.04 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

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 BIDSINC 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:

Name (printed)

Signature

Date:

Title

revised 04/10/15



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 565-11668
TITLE: Janitorial Services, Citywide

ISSUED: November 12, 2015

This addendum is being issued to make the following change:

Section 1.3 Pre-proposal Conference and Site Visit has been changed and shall now read:

A pre-proposal meeting and tour of the Fort Lauderdale Executive Airport will be held on Wednesday, November 18, 2015 at 8:00am.

Location: Fort Lauderdale Executive Airport
Main Conference Room
6000 NW 21st Avenue
Fort Lauderdale, FL 33309

It is strongly suggested that all Contractor's attend the pre-proposal conference and site visit. While attendance is not mandatory, tours at other times for this location will not be available.

It will be the sole responsibility of the Contractor to visit to inspect the City's location(s) facilities systems prior to submitting a bid. 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.

Contractors are free to visit the remaining sites where services are to be performed and any questions should be referred to David Smith at 954-828-6560.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Acting Senior Procurement Specialist

Company Name: _____

(please print)

Bidder's Signature: _____

Date: _____

Bid #415-10766 - Janitorial Maintenance Services (Annual Contract)

Creation Date **Apr 20, 2011**

End Date **May 27, 2011 2:00:00 PM EDT**

Start Date **May 2, 2011 10:15:09 AM EDT**

Awarded Date **Sep 7, 2011**

415-10766-01-01 Janitorial Maintenance Services (Annual Contract)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
high maintenance services company 	First Offer - \$143,006.24	1 / each	\$143,006.24		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Professional Building Services 	First Offer - \$144,716.00	1 / each	\$144,716.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
La Belle Cleaning Company, LLC 	First Offer - \$158,080.00	1 / each	\$158,080.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
w&g maintenance 	First Offer - \$159,952.00	1 / each	\$159,952.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Sunshine Cleaning Systems Inc 	First Offer - \$163,636.72	1 / each	\$163,636.72		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
bright maintenance Inc 	First Offer - \$165,477.00	1 / each	\$165,477.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
USSI 	First Offer - \$172,999.32	1 / each	\$172,999.32		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
ABM Janitorial Services Southeast, LLC 	First Offer - \$176,685.08	1 / each	\$176,685.08		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Overview Service, INC. 	First Offer - \$180,544.00	1 / each	\$180,544.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
ABP Maintenance Corp. 	First Offer - \$182,474.60	1 / each	\$182,474.60		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Best Janitorial & Supplies 	First Offer - \$183,040.00	1 / each	\$183,040.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Capital Contractors, Inc. 	First Offer - \$183,933.88	1 / each	\$183,933.88		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Cleantronics 	First Offer - \$189,124.00	1 / each	\$189,124.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Oxford Building Services, Inc 	First Offer - \$193,076.00	1 / each	\$193,076.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
GA MAINTENANCE SERVICE GROUP 	First Offer - \$199,446.00	1 / each	\$199,446.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

CAM 20-0174

EXHIBIT 1

Page 46 of 63

ISS Facility Services Inc	 First Offer - \$203,691.28	1 / each	\$203,691.28		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Perm a Care Janitorial	 First Offer - \$209,983.80	1 / each	\$209,983.80		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Stockton Maintenance Group, Inc.	 First Offer - \$215,288.00	1 / each	\$215,288.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Coverall Health Base Cleaning Systems	 First Offer - \$244,655.32	1 / each	\$244,655.32		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
N&K Enterprises Inc	 First Offer - \$249,672.28	1 / each	\$249,672.28		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
WEED-A-WAY, INC [Ad]	 First Offer - \$310,170.12	1 / each	\$310,170.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
ATD Cleaning Systems	 First Offer - \$313,664.00	1 / each	\$313,664.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Misty Cleaning Services	 First Offer - \$344,111.04	1 / each	\$344,111.04		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

high maintenance services company		\$143,006.24	
Bid Contact	Juan C Perez jp@highmaintenanceservices.com Ph 786-350-3958 Fax 888-550-3765	Address	555 NE 15 Street Suite 200 Miami, FL 33132
Agency Notes:		Supplier Notes:	
Professional Building Services		\$144,716.00	
Bid Contact	Craig M. Saxner probuildingsvcs@gate.net Ph 954-473-0025	Address	7027 W. Broward Blvd. 303 Plantation, FL 33317
Qualifications	DBE		
Agency Notes:		Supplier Notes:	
La Belle Cleaning Company, LLC		\$158,080.00	
Bid Contact	Mercatur Guerrier mgvisionent1@aol.com Ph 561-305-7905	Address	25 W Pine Tree Ave Lake Worth, FL 33467
Agency Notes:		Supplier Notes:	
w&g maintenance		\$159,952.00	
Bid Contact	Wudson Fenelon wudmaintenance@aol.com Ph 321-394-5085	Address	po box 111330 palm bay, FL 32911
Agency Notes:		Supplier Notes:	
Sunshine Cleaning Systems Inc 🌟		\$163,636.72	
Bid Contact	Mark Klein mark@sunclean.com Ph 954-772-0884	Address	3445 N.E. 12 Terrace Ft. Lauderdale, FL 33334
Agency Notes:		Supplier Notes:	
		CAM 20-0174	

bright maintenance Inc		\$165,477.00
Bid Contact	Onofrio Steve Castagna brightmaintenance-inc@yahoo.com Ph 561-504-5350 Fax 561-218-8603	Address 23323 treeline drive boca raton, FL 33428
Supplier Code 00001129		
Agency Notes:		Supplier Notes:
USSI		\$172,999.32
Bid Contact	Danna Hewick dhewick@ussiclean.com Ph 202-824-7440	Address 4330 East West Highway Suite 200 Bethesda, MD 20814
Agency Notes:		Supplier Notes:
ABM Janitorial Services Southeast, LLC		\$176,685.08
Bid Contact	Customer Service Ph 954-970-2555 Fax 954-973-4080	Address 3260 NW 23rd Ave. Suite E-100 Pompano Beach, FL 33069
Agency Notes:		Supplier Notes:
Overview Service, INC.		\$180,544.00
Bid Contact	- . Ph 954-587-9466 Fax 954-587-9466	Address P.O. BOX 899 FORT LAUDERDALE,, FL 33302
Supplier Code 00008119		
Agency Notes:		Supplier Notes:
ABP Maintenance Corp.		\$182,474.60
Bid Contact	Jorge Benitez jb@abpmaintenance.com Ph 305-274-9441 Fax 305-270-1839	Address 8171 SW 93 Court Miami, FL 33173
Agency Notes:		Supplier Notes:
Best Janitorial & Supplies		\$183,040.00
Bid Contact	Pedro Diaz bestjansupply@yahoo.com Ph 305-691-5596	Address 6900 nw 37 avenue miami, FL 33147
Agency Notes:		Supplier Notes:
Capital Contractors, Inc.		\$183,933.88
Bid Contact	Ryan Boleen rboleen@capitalcontractors.com Ph 954-791-8922	Address 1000 W. McNab Road, Suite 242 Pompano Beach, FL 33069
Agency Notes:		Supplier Notes:
Cleantronics		\$189,124.00
Bid Contact	Patrick Tiwari rugby_r_us@hotmail.com Ph 954-593-0353	Address 10605 keystone court Royal Palm Beach, FL 33414
Agency Notes:		Supplier Notes:
Oxford Building Services, Inc		\$193,076.00
Bid Contact	michelle yike myike@oxfordbuilding.com Ph 877-336-7718	Address 3379 Peachtree Rd NE Suite #750 Atlanta, GA 30326
Agency Notes:		Supplier Notes:
GA MAINTENANCE SERVICE GROUP		\$199,446.00
Bid Contact	GLENDA ALLEN glenda@gamaintenance.com Ph 904-781-3278	Address 4646 PARK STREET JACKSONVILLE, FL 32205
Agency Notes:		Supplier Notes:

CAM 20-0174
EXHIBIT 1
Page 48 of 63

ISS Facility Services Inc		\$203,691.28
Bid Contact	George Saunders george.saunders@us.issworld.com Ph 407-687-5267	Address 513 Friar Road Winter Park, FL 32792
Agency Notes:		Supplier Notes:
Perm a Care Janitorial		\$209,983.80
Bid Contact	Lynda Cosentino perm_a_care@yahoo.com Ph 954-522-4495 Fax 561-455-2558	Address 12078 Colony Preserve Dr Boynton Beach, FL 33436
Agency Notes:		Supplier Notes:
Stockton Maintenance Group, Inc.		\$215,288.00
Bid Contact	Jim Wagner jwagner@stocktonmaintenance.com Ph 561-684-8922 Fax 561-684-9793	Address 1975 Sansburys Way West Palm Beach, FL 33411
Agency Notes:		Supplier Notes:
Coverall Health Base Cleaning Systems		\$244,655.32
Bid Contact	Albert Sanchez-Alvarez alberto.sanchez-alvarez@coverall.com Ph 619-805-2468	Address 7801 Mission Center Ct. San Diego, CA 92108
Agency Notes:		Supplier Notes:
N&K Enterprises Inc		\$249,672.28
Bid Contact	Neville Jennings nkenterprises@bellsouth.net Ph 305-947-4524	Address 1971 ne 19th ave north miami, FL 33181
Qualifications	DBE WBE	
Agency Notes:		Supplier Notes:
WEED-A-WAY, INC [Ad]		\$310,170.12
Bid Contact	GWEN OKOTOGBO weedaway@msn.com Ph 786-326-3585 Fax 954-374-6562	Address 5900 DEWEY STREET SUITE #202 HOLLYWOOD, FL 33023
Supplier Code	00018628	
Qualifications	DBE	
Agency Notes:		Supplier Notes:
ATD Cleaning Systems		\$313,664.00
Bid Contact	Rosa Pineda rosamth@hotmail.com Ph 855-480-0700	Address 10220 West State Road 84#7 Davie, FL 33324
Agency Notes:		Supplier Notes:
Misty Cleaning Services		\$344,111.04
Bid Contact	Adriana Montalvo Amontalvo@mistycleaning.com Ph 305-556-2988 Fax 305-556-2998	Address 6001 NW 153 St Suite 140 Miami Lakes, FL 33014
Agency Notes:		Supplier Notes:

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP No. 565-11668
TITLE: Janitorial Services, Citywide

ISSUED: December 1, 2015

This addendum is being issued to make the following changes:

1. Section 3.15.10 shall now read: Vacuum all carpeting with approved HEPA filter vacuum cleaner.
2. Section 3.18.2 shall now read: Flooring – damp mop and wash
3. Section 3.19 – Mizell Center has been removed.
4. Section 3.20 – 15th Street Boat Ramp shall also be referred to as Harbor Patrol.
5. Section 6, Cost Proposal Pages, has been revised. Please use revised pages uploaded with this addendum.
6. Location List has been revised. Please use revised list uploaded with this addendum.
7. The pre-proposal meeting sign-in sheet has been included for review purposes only.
8. The current contract pricing information has been included for review purposes only.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Company Name: _____

(please print)

Bidder's Signature: _____

Date: _____

SECTION 6 – COST PROPOSAL PAGE**Contractor Name:** _____

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

Contractor is to provide a firm fixed weekly rate for janitorial services as detailed within the text of this RFP. Even though some of the requirements are monthly and some are quarterly, the Contractor will take this into consideration and prorate any changes within the firm weekly rate bid.

All services to be performed weekly/bi-weekly/monthly/quarterly will be performed on the last day of the service week (Friday night). Reference Section 3.13 for all locations below:

- | | | |
|-----|---|-------------|
| 1. | Executive Airport, 6000 NW 21 Ave. | \$_____ /wk |
| 2. | U.S. Customs Office, 1601 NW 56 St. | \$_____ /wk |
| 3. | Helistop, 201 SE 3 Ave. | \$_____ /wk |
| 4. | Radio Shop, 220 SW 14 Ave., Bldg 5 | \$_____ /wk |
| 5. | Facilities Maint. Shop, 220 SW 14 Ave., Bldg 3 | \$_____ /wk |
| 6. | Parks Compound, 220 SW 14 Ave. | \$_____ /wk |
| 7. | Community Services Offices, 220 SW 14 Ave. | \$_____ /wk |
| 8. | Fleet Services Office, 220 SW 14 Ave. | \$_____ /wk |
| 9. | Sanitation Office, 220 SW 14 Ave., Bldg. 4 | \$_____ /wk |
| 10. | Parks & Recreation Admin, 1350 W. Broward Blvd. | \$_____ /wk |
| 11. | Sustainable Development Dept. 700 NW 18 Ave. | \$_____ /wk |
| 12. | Harbor Patrol/ 15 TH Street Boat Ramp Public Restrooms, 1784 SE 15 St. | \$_____ /wk |
| 13. | Technical Training Center, 2100 NW 6 St. | \$_____ /wk |
| 14. | City Hall 1 st Floor, 100 N. Andrews Ave. | \$_____ /wk |
| 15. | City Hall 2 nd Floor, 100 N. Andrews Ave. | \$_____ /wk |
| 16. | City Hall 3 rd Floor, 100 N. Andrews Ave. | \$_____ /wk |
| 17. | City Hall 4 th Floor, 100 N. Andrews Ave. | \$_____ /wk |
| 18. | City Hall 5 th Floor, 100 N. Andrews Ave. | \$_____ /wk |

- | | | |
|-----|--|-------------|
| 19. | City Hall 6 th Floor, 100 N. Andrews Ave. | \$ _____/wk |
| 20. | City Hall 7 th Floor, 100 N. Andrews Ave. | \$ _____/wk |
| 21. | City Hall 8 th Floor, 100 N. Andrews Ave. | \$ _____/wk |
| 22. | Print Shop, 401 SE 21 St. | \$ _____/wk |
| 23. | Public Works Admin., 949 NW 38 St. | \$ _____/wk |
| 24. | Survey Trailer, 949 NW 38 Street | \$ _____/wk |
| 25. | Central Maint. Shop, 4250 NW 10 Ave. | \$ _____/wk |
| 26. | Transportation Mobility Dept., 290 NE 3 Ave. | \$ _____/wk |

TOTAL WEEKLY COST FOR ALL LOCATIONS \$ _____/wk

TOTAL WEEKLY COST X 52 weeks = TOTAL ANNUAL COST \$ _____

ADDITIONAL OPTIONAL SERVICES (as needed)

- | | | |
|-----|---|----------------|
| 28. | Steam cleaning of carpeted areas, cost per square yard. | \$ _____/sq yd |
| 29. | Steam cleaning of chairs, cost per unit cleaned. | \$ _____/unit |
| 30. | Steam cleaning of sofas, cost per unit cleaned. | \$ _____/unit |

Submitted by:

Name (printed)

Signature

Date

Title

	Locations	Address	Est Square Footage	Suggest Completion Time	# of Restrooms
1	Executive Airport	6000 NW 21 Avenue	Tile/Vinyl: 2631 SF Carpet: 6376 SF	Mon-Fri 9:30-11:30 am	4
2	U.S. Customs Office	1601 NW 56 Street	Ceramic Tile: 174 SF Carpet: 764 SF	Mon-Fri 9:30-11:30 am	4
3	Helistop	201 SE 2 Avenue, (6th fl parking garage)	Tile: 56 SF Carpet: 1116 SF	Mon-Fri 8 am - 5 pm	1
4	Radio Shop/Communications	220 SW 14 Avenue, Bldg. 5	Vinyl: 496 SF Carpet: 280 SF	Tues & Fri 5-9 pm	0
5	Facilities Maintenance	220 SW 14 Avenue, Bldg. 3	Vinyl/Tile: 2200 SF Concrete: 850 SF	Tues & Fri 5-9 pm	0
6	Parks Compound	220 SW 14 Avenue	Ceramic Tile: 1021 SF	Mon-Fri 4 - 9 pm	8
7	Community Services Office	220 SW 14 Avenue	Vinyl Tile: 114 SF Concrete: 260 SF Carpet: 570 SF	Tues & Fri 5 - 9 pm	0
8	Fleet Services Office	220 SW 14 Avenue	Carpet: 860 SF	Tues & Fri 5 - 8 pm	3
9	Solid WasteOffice	220 SW 14 Avenue, Bldg. 4	Vinyl Tile: 3481 SF	Mon-Wed-Fri 5 - 8 pm	0
10	Parks & Recreation Admin	1350 W. Broward Blvd.	Ceramic Tile: 489 SF Carpet: 4675 SF	Mon - Fri 5 pm - 6 am	2
11	Sustainable Development Dept	700 NW 18 Avenue	Ceramic Tile: 2300 SF Vinyl Tile: 2100 SF Carpet: 30,220 SF	Day Porter Service Mon - Fri 10:30 am - 12:30 pm	6
12	Harbor Patrol/15th St Boat Ramp Public Restrooms	1784 SE 15 Street	Ceramic Tile: 323 SF	Everyday 4 - 7 pm	2
13	Technical Training Center	2100 NW 6 Street	Ceramic Tile: 218 SF Vinyl Tile: 1073 SF	Mon - Fri 5 pm - 7 am	2
14	City Hall Building	100 N. Andrews Avenue, 1st floor	Ceramic Tile: 368 SF Vinyl Tile: 528 SF Concrete: 5248 SF Carpet: 2970 SF	Day Porter Service Mon - Fri 9 am - 3 pm 2 full restroom cleanings am & pm	4
15		100 N. Andrews Avenue, 2nd floor	Ceramic Tile: 368 SF Vinyl Tile: 665 SF Carpet: 6534 SF		3
16		100 N. Andrews Avenue, 3rd floor	Ceramic Tile: 368 SF Vinyl Tile: 767 SF Carpet : 9204 SF		3
17		100 N. Andrews Avenue, 4th floor	Ceramic Tile: 368 SF Vinyl Tile: 1382 SF Carpet: 8937 SF		3
18		100 N. Andrews Avenue, 5th floor	Ceramic Tile: 368 SF Vinyl Tile: 649 SF Carpet: 5979 SF		3
19		100 N. Andrews Avenue, 6th floor	Ceramic Tile: 368 SF Vinyl Tile: 433 SF Carpet: 8302 SF		3
20		100 N. Andrews Avenue, 7th floor	Ceramic Tile: 368 SF Vinyl Tile: 180 SF Carpet: 11,196 SF		3
21		100 N. Andrews Avenue, 8th floor	Ceramic Tile: 368 SF Vinyl Tile: 2281 SF Concrete: 340 SF Carpet: 3397 SF		3
22	Print Shop	401 SE 21 Street	Vinyl Tile: 1893 SF	Mon & Thurs 8 am - 12 pm	2

23	Public Works Admin	949 NW 28 Street	Ceramic Tile: 1242 SF Vinyl Tile: 5315 SF Carpet: 7892 SF	Mon - Fri 6 - 11 pm Includes showers & locker rooms	7
24	Survey Trailer	949 NW 38 Street	flooring? 1200 SF	Wed & Fri 6 pm - 10 pm	3
25	Central Maint Shop	4250 NW 10 Avenue	Vinyl Tile: 925 SF Carpet: 850 SF Concrete: 1800 SF	Mon - Fri 6 - 11 pm	3
26	Transportation Mobility Dept.	290 NE 3 Avenue	Ceramic Tile: 425 SF Vinyl Tile: 877 SF Carpet: 8517 SF	Mon - Fri 6 - 11 pm	6

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

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.

Submitted by: _____

(signature)

5/24/11
(date)

Name (printed) _____

MARK Klein

Title: _____

Vice President

Company: (Legal Registration) _____

SUNSHINE Cleaning Systems, Inc

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §807.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

3445. N.E. 12th terrace

City: _____

Ft. Lauderdale

State: _____

FL

Zip: _____

33334

Telephone No. 954 772 0881

FAX No. 954 566 7329

Email: _____

MARK@SUNCLEAN.COM

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

Y

Payment Terms (section 1.03): _____

Y

Total Bid Discount (section 1.04): _____

No

Does your firm qualify for MBE or WBE status (section 1.08): _____

MBE _____

WBE _____

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

Addendum No. _____

Date Issued _____

ALL Addendums Acknowledged

M. Klein

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: _____

N/A

PART VII - PROPOSAL PAGES - COST PROPOSAL

Proposer is to provide a firm fixed weekly rate for janitorial services as detailed within the text of this RFP. Even though some of the requirements are monthly and some are quarterly, the bidder will take this into consideration and prorate any changes within the firm weekly rate bid.

All services to be performed weekly/bi-weekly/monthly/quarterly will be performed on the last day of the service week (Friday night).

**YOU MUST QUOTE ON ALL LOCATIONS IN
ORDER TO BE CONSIDERED FOR AWARD.**

<u>Item</u>	<u>Location</u>	<u>Weekly Cost</u>
1.	Von D. Mizell Building 1409 Sistrunk Blvd., 2 nd Floor Reference Paragraph 4-13	\$ <u>198.78</u>
2.	Other offices, 1409 Sistrunk Blvd. Reference paragraph 4-13	\$ <u>135.09</u>
3.	Parking Lot, 1409 Sistrunk Blvd., Reference Paragraph 4-13	\$ <u>N.A.</u>
4.	Executive Airport, 6000 NW 21 Av. Reference Paragraph 4-13	\$ <u>154.16</u>
5.	U.S. Customs Office, 5555 NW 15 Av. Reference Paragraph 4-13	\$ <u>26.05</u>
6.	Helistop, 201 SE 3 rd Av. Reference paragraph 4-13	\$ <u>20.06</u>
7.	Radio Shop, 1301 SW 2 nd Ct. Reference Paragraph 4-13	\$ <u>13.28</u>
8.	Facilities Maint. Shop, 220 SW 14 th Av. Reference Paragraph 4-13	\$ <u>52.50</u>
9.	Public Works Compound Restrooms (8), 220 SW 14 th Av. Reference Paragraph 4-13	\$ <u>75.00</u>
10.	Community Services Offices, 220 SW 14 th Av. Reference paragraph 4-13	\$ <u>16.15</u>
11.	Fleet Services Office, 1301 SW 2 nd Ct. Reference Paragraph 4-13	\$ <u>14.72</u>

12. Sanitation Office, 1301 SW 2nd Ct.
Reference Paragraph 4-13 \$ 15.39
13. Recycling Office, 1301 SW 2nd Ct.
Reference Paragraph 4-13 \$ 15.39
14. Parks & Recreation, 1350 W. Broward Blvd.
Reference Paragraph 4-13 \$ 60.38
15. Building Services, 700 NW 18th Av.
Reference Paragraph 4-13 \$ 492.56
16. Harbor Patrol, 1784 SE 15th St.
Reference Paragraph 4-13 \$ 35.70
17. Plant A Building, 2100 NW 6 St.
Reference Paragraph 4-13 \$ 22.09
18. City Hall 1st Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 155.98
19. City Hall 2nd Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 136.36
20. City Hall 3rd Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 176.96
21. City Hall 4th Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 182.92
22. City Hall 5th Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 119.74
23. City Hall 6th Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 155.80
24. City Hall 7th Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 201.01
25. City Hall 8th Floor, 100 N. Andrews Av.
Reference Paragraph 4-13 \$ 117.50
26. Print Shop, 401 SE 21st St.
Reference Paragraph 4-13 \$ 36.10
27. Public Works Admin., 949 NW 38th St.
Reference Paragraph 4-13 \$ 265.86
28. Public Works Admin. Trailer, 949 NW 38th Street
Reference Paragraph 4-13 \$ 22.08

29. Central Maint. Shops, 4250 NW 10th Av.
Reference Paragraph 4-13

\$ 61.19

30. Parking Admin., 290 NE 3rd Av.
Reference Paragraph 4-13

\$ 168.06

TOTAL WEEKLY COST FOR ALL LOCATIONS

\$ 3146.86

TOTAL WEEKLY COST X 52 = TOTAL ANNUAL COST

\$ 163,636.72

A. Steam cleaning of carper per sq yard \$ 15.00

B. Steam Cleaning of chairs per unit \$ 5.00

C. Steam Cleaning of sofas per unit \$ 13.00



CITY OF FORT LAUDERDALE

PRE-PROPOSAL MEETING SIGN IN SHEET

RFP # 565-11668

TITLE: JANITORIAL SERVICES, CITYWIDE

Date: 11/18/15

Name	Firm	Address	Phone
ANNDEREA DIAZ	CITY		#5949
Aisha Styles	Ceiling To Floor Cleaning, INC.		954-662-2735
Marta Carrasana	Green Facility		786 346 7130
Math Snell	GBM		560 544 1862
Eduarda da Silva	mcs Professional	161 NE 2nd Ave Deerfield Beach FL	954-418-6248
maria watson	11	11	11
Marcela Bernal	— USSI —	vbernal@ussiclean.com	(239) 470-0020
Carlos Hill	AFS	chill@amfacility.com	407 497 0438
Carlton Harrison	City-Airport		4976
RAUDY Kierce	Sunshine	Randy@Sunclean.com	954 772-0884
Derek Auckland	Sunshine	derek@sunclean.com	561-722-2966
Eduardo M. Maya	IMAGE COMPANIES	814 14th St, Lake Park, FL 33403	561-844-8778
Terrann McKenzie	McKenzie's Cleaning	3600 S State Rd 7 Suite 732	954 893 5555
Lynette Tucker	EAA Professional Cleaning	2551 NW 18th St Ft Lauderdale	954-709-7432

PRE-PROPOSAL MEETING SIGN IN SHEET

TITLE: JANITORIAL SERVICES, CITYWIDE

Date:

City of Fort Lauderdale

Question and Answers for Bid #565-11668 - Janitorial Services, Citywide

Overall Bid Questions

Question 1

I have 3 questions:

1. In the 2 locations with day porters- location #11 for example, does the day porter only work from 10:30am to 12:30pm? If so, what is the difference between that and a location that suggest cleaning from 9:30am to 11:30am?
2. In regards to the day porter locations, do those locations also get after hours cleaning as well or just the day porter hours?
3. Is there a performance and or bid bond needed for this RFP? (Submitted: Nov 9, 2015 1:02:19 PM EST)

Answer

- 1. For the locations with day porters, the hours listed are in addition to the regular schedule.
- 2. yes, they get after hour cleaning.
- 3. no. (Answered: Nov 10, 2015 1:09:21 PM EST)

Question 2

I do not see deadline dates in the RFP such as when is the Q&A deadlines, when is the RFP due date deadline? (Submitted: Nov 9, 2015 1:13:25 PM EST)

Answer

- All deadline dates are located on page 2 of the document. If unable to locate, please call Bidsync directly for assistance. (Answered: Nov 10, 2015 9:47:44 AM EST)

Question 3

What is the current value of this contract? (Submitted: Nov 10, 2015 9:44:52 AM EST)

Answer

- Approximately \$167,000 (Answered: Nov 10, 2015 9:47:00 AM EST)

Question 4

Do we have to submit the bid via Bidsync or can it be done the regular way? (Submitted: Nov 10, 2015 10:49:39 AM EST)

Answer

- This RFP cannot be submitted thru Bidsync. (Answered: Nov 10, 2015 1:09:21 PM EST)

Question 5

There is a word missing from the title of the last column of the location list. Number of what? (Submitted: Nov 10, 2015 11:25:41 AM EST)

Answer

- Number of restrooms. If you expand the line on the excel spreadsheet, it will read Number of Restrooms. (Answered: Nov 10, 2015 11:26:23 AM EST)

Question 6

Who is the incumbent contractor? (Submitted: Nov 10, 2015 5:25:56 PM EST)

Answer

- Sunshine Cleaning Services (Answered: Nov 10, 2015 5:33:20 PM EST)

Question 7

Is there a pre-bid meeting scheduled ? (Submitted: Nov 12, 2015 12:52:03 PM EST)

Answer

- No (Answered: Nov 12, 2015 1:59:50 PM EST)

Question 8

I AM REQUESTING THE PERVIOUS BID TABULATION FOR THE FOLLOWING JANITORIAL SERVICE BID # 565-11668.

THANK YOU,

MS JERI

WEED-A-WAY,INC (Submitted: Nov 13, 2015 3:57:10 PM EST)

Answer

- Bid Tab for contract 10766 has been uploaded for your review. (Answered: Nov 13, 2015 4:10:48 PM EST)

Question 9

Are the terms for this contract the same as the previous? (Submitted: Nov 18, 2015 2:15:07 PM EST)

Answer

- Not all terms are the same. You may review the previous solicitation at the following link:<http://www.fortlauderdale.gov/purchasing/bids/10766%20Janitorial%20Maintenance%20Services.pdf>
(Answered: Nov 18, 2015 2:17:17 PM EST)

Question 10

1) Schedule of services instructs to reference sections 4.7 and 4.14 which are missing from the document. Can you please provide clarification? (Submitted: Nov 23, 2015 7:42:25 PM EST)

Answer

- This section has been revised. Refer to Addendum No. 2. (Answered: Dec 1, 2015 2:45:29 PM EST)

Question 11

Section 3.19 Exterior " Mizell Center: This location is not included in the pricing page (Submitted: Nov 23, 2015 7:43:00 PM EST)

Answer

- This section has been deleted, refer to Addendum No. 2 (Answered: Dec 1, 2015 2:45:29 PM EST)

Question 12

Section 3.20 Exterior (15th Street Boot Ramp): This location is not included in the pricing page (Submitted: Nov 23, 2015 7:43:35 PM EST)

Answer

- This location is listed on the pricing page as Harbor Patrol Public Restrooms. (Answered: Nov 30, 2015 6:49:04 PM EST)

Question 13

Bid Document, Page 33: What does the header (Number of) indicate? (Submitted: Nov 23, 2015 7:44:21 PM EST)

Answer

- Refer to Question #5 above. (Answered: Nov 30, 2015 10:42:56 AM EST)

Question 14

Scope of work: Wipe clean all appliances: Is that including the inside? (Submitted: Nov 23, 2015 7:44:55 PM EST)

Answer

- No, not the inside of the appliances. (Answered: Nov 30, 2015 6:49:04 PM EST)

Question 15

Is there a difference between the current contract and the new scope of work included in the RFP? (Submitted: Nov 23, 2015 7:45:21 PM EST)

Answer

- Refer to Question #9 above. (Answered: Nov 30, 2015 10:42:56 AM EST)

Question 16

Staff: There is a individual description of each type of service. Is there a linkage between the type of service(s) and the specific location of the service? We have to know what service(s) will be administered at each location. Without this association it is extremely difficult to bid. Thank you. (Submitted: Nov 24, 2015 5:47:57 PM EST)

Answer

- There is not a linkage of type of service and specific locations. Each location will require every type of service that applies to that location. (Answered: Nov 30, 2015 6:49:04 PM EST)

Question 17

Relative to the solicitation announcement, and in the attachment (the Table) your office provided information about contractor either the current/prior contractor. We would like contact information for the winning contractor, as well as a definition of the Unit Price, e.g., is it weekly/monthly/annual cost, or other. And for each of the locations requiring service, the individual Unit Price at each of the locations is strongly requested from this current/prior contract. (Submitted: Nov 30, 2015 3:45:50 PM EST)

Answer

- The current contract pricing has been uploaded for your review. Refer to Addendum No. 2 (Answered: Dec 1, 2015 2:45:29 PM EST)

Question 18

May I please obtain a copy of the sign in sheet from the pre-bid meeting? (Submitted: Dec 1, 2015 9:25:46 AM EST)

Answer

- The sign-in sheet has been uploaded for your review. (Answered: Dec 1, 2015 2:45:29 PM EST)

Question 19

1. Does City Hall only have 1 Day Porter? do they have a night crew ?

2. The Helistop states M-F does that mean it gets cleaned 5 days a week or on M and F it is a very small location doesn't get used much?

3. Harbor Patrol is the fish station included with the bathrooms? (Submitted: Dec 1, 2015 9:33:11 AM EST)

Answer

- 1. 1 day porter, yes they have a night crew.

2. Five days a week

3. Fish Station is included with the bathrooms. (Answered: Dec 1, 2015 2:45:29 PM EST)

Question 20

Section 6 - Cost Proposal Page, Additional Optional Services shows Steam cleaning of chairs as cost per unit, but the line item is \$____/sq yd. I believe this should be \$____/unit. There is the same problem with sofas.

Please advise. (Submitted: Dec 1, 2015 11:09:06 AM EST)

Answer

- Section 6 - Cost Proposal Page has been corrected. Please use revised pages included with Addendum No. 2.

(Answered: Dec 1, 2015 2:45:29 PM EST)

Question 21

Harbor Patrol is the building with the Patrol Officers part of the bid or just the bathrooms with the fish station?

(Submitted: Dec 1, 2015 9:50:06 PM EST)

Answer

- Only the bathrooms with the fish station (Answered: Dec 2, 2015 10:22:59 AM EST)