

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

FOR
BID # FY2013-2014-016
CUSTODIAL SERVICES FOR CITY HALL, COMMISSION
CHAMBERS AND
POLICE DEPARTMENT FACILITIES

PREPARED BY
CITY OF HALLANDALE BEACH
PUBLIC WORKS DEPARTMENT
PROCUREMENT DEPARTMENT

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NOTICES TO PROSPECTIVE PROPOSERS

COMMUNITY BENEFIT PLAN:

This Bid includes a Community Benefit Plan which is encouraged but not required as detailed in Section III, item 1.

MINIMUM QUALIFICATION REQUIREMENT YEARS OF EXPERIENCE:

Firm must provide the response for these sections labeled: Minimum Qualification Requirement, and address each requirement by number.

- 1) In order for your firm's response to be considered, firm must have five (5) years' experience having provided the scope of work as outlined in this Bid. An affirmative statement and submission of evidence <u>must</u> be included with the firm's response indicating that firm meets this requirement. This must be under the Proposer's current business name. Any business owner who has previously operated in a business under another name must include a description of the previous business.
- 2) In addition to the above requirement, the City will review the firm's incorporation "date filed" date on Sunbiz by month and year to ascertain and confirm this requirement for the five (5) years' experience. The period of time for meeting the requirement of five (5) years shall be the submittal due date. This information will be verified through Sunbiz, http://www.sunbiz.org/search.html. Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business.
- 3) Firm must have experience in sustainable "green" building practices using Environmentally Preferable Cleaning Products. Provide proof with submission of your Bid.
- 4) The Firm must have provided commercial custodial services for a (one) building of 25,000 square feet or larger for a period of five years (5) under a Contract. Provide proof of contract(s).
- 5) The Firm's proposed Project Manager must have at least five (5) years continuous experience in supervising commercial cleaning. A resume must be provided to address experience requirement and to include sustainable green cleaning services experience. Provide five (5) references to by providing: (copy from page 8 letters a-e). The references must be of firms for which the Project Manager performed the same scope of work as outlined in this Bid.

a. Name of firm-company for which work was provided.

- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). <u>Updated email address</u> for Project Manager.

6) Firms must be licensed and certified by all appropriate State and Local agencies. All licenses and permits that are applicable to laws must be submitted with the response.

All proposals must be submitted in accordance with the Bid document which may be obtained online at www.cohb.org/bidnotifications.

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: <u>FRIDAY, SEPTEMBER 5, 2014 BY NO LATER THAN 11:00</u> A.M.

MANDATORY PRE-BID MEETING IS SCHEDULED ON FRIDAY, AUGUST 15, 2014 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID MEETING.

MANDATORY SITE INSPECTION:

IMMEDIATELY FOLLOWING THE PRE-PROPOSAL CONFERENCE, A SITE INSPECTION OF ALL LOCATIONS WILL TAKE PLACE.

ANY QUESTIONS PERTAINING TO THIS SITE VISIT WILL BE SUBMITTED TO PROCUREMENT DEPARTMENT IN WRITING BY NO LATER THAN TUESDAY, AUGUST 19, 2014 BY NO LATER THAN 11:00 A.M. NO QUESTIONS WILL BE ANSWERED DURING THE SITE VISIT.

ESTIMATED BUDGET FOR THIS PROJECT IS \$100,000.00

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to <u>jwiggins@cohb.org</u> no later than **TUESDAY**, **AUGUST 19**, **2014 no later than 11:00 A.M.**

Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum. If any addenda are issued, the City will post the addendum on the City's website, www.cohb.org/bidnotifications.

FIRMS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE BIDDER HAS A COMPLETE BID PACKAGE, INCLUDING ANY ADDENDUM.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:

LABEL ENVELOPE:
CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2 ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2013-2014-016: CUSTODIAL SERVICES FOR CITY HALL,
COMMISSION CHAMBERS AND POLICE DEPARTMENT FACILITIES

The bid package must contain and include <u>all</u> bid pages. Remember to sign, notarize, and attest all required pages.

END OF SECTION

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

1. Firms are to submit responses on a thumb drive that is searchable in adobe format. Only thumb drives will be accepted. Only hardcopy (paper form) of items requested to be submitted as such will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drive. Provide four (4) thumb drives with your firm's submittal.

NOTE: Failure to comply with submittal in the form specified may be cause for rejection of your firm's response.

INSTRUCTIONS FOR SUBMITTAL OF BONDS

- 2. Hardcopy (paper) submittal of Bid Guarantee/Bond.
 - a. <u>Bid Guarantee/Bond</u>. Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of five percent (5%) of the total proposed project price, payable to the City of Hallandale Beach.
 - b. <u>Certificate of Insurance</u> Firm that is awarded shall furnish the required Certificate of Insurance within fifteen (15) calendar days after receipt of Notice to Proceed.

REFERENCES:

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project.

Each firm responding to this bid must provide five (5) verifiable references for projects of similar scope as outlined in this bid.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible. The reference questions will be sent via email, therefore, please make sure that the references your firm provides is aware they will be receiving a reference form from the City of Hallandale Beach to be completed by a deadline date.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager).

Updated email address for Project Manager.

END OF SECTION

TERM OF CONTRACT:

This contract shall be in effect for a three (3) year period from the date of the issuance of a letter of award, or date of executed contract, whichever is later.

The contract shall expire on the last day of the three (3) year period. The City may extend this contract for two (2) additional one (1) year periods at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If the Contractor cannot renew at these same terms, conditions, and prices, Contract must notify City on/or before thirty (30) days prior to contract expiration.

The Contract shall remain in effect provided the services rendered by the awarded firm during the contract period are satisfactory and the funding is available as appropriated on an annual basis.

Contract may be cancelled by the City of Hallandale Beach within thirty (30) days with a written notice. Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

CONTRACT PRICE:

No price increase will be accepted during the contract terms including any renewals.

COST ADJUSTMENTS:

After the first (1st) contract period, any increases which may be approved by the City shall be subject to the following: contract renewals 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. Department 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 as compared to the index for the comparable month one year prior.

- 21.1. Any requested adjustment shall be fully documented and submitted to the City at least sixty (60) 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.
- 21.2. 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.

CONFLICT OF INTEREST:

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

CONE OF SILENCE:

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services.

The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

CONTRACT FOR EXECUTION:

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor <u>must</u> be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

AWARD OF CONTRACT:

The City exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the City to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid.

END OF SECTION

LIST OF CITY ADMINISTRATORS 1. **CITY MANAGER** Renee C. Miller 400 S. Federal Highway Hallandale Beach, Florida 33009 (954) 457-1300 2. **DIRECTOR OF PUBLIC WORKS UTILITIES & ENGINEERING** Steven F. Parkinson, P.E., PWLF 630 NW 2nd Street Hallandale Beach, Florida 33009 (954) 457-1623 PROCUREMENT DIRECTOR 3. Andrea Lues 400 S. Federal Highway Hallandale Beach, Florida 33009 (954)457-1332 SENIOR PROCUREMENT SPECIALIST 4. Joann Wiggins 400 South Federal Highway Hallandale Beach, FL 33009 (954)457-1331 5. **CONTRACTS & ASSET MANAGER Dean Lettera** 630 NW 2nd Street Hallandale Beach, Florida 33009 (954) 457-1615 6. **OPERATIONS MANAGER Gary Gibson** 630 NW 2nd Street Hallandale Beach, FL 33009 (954)457-1618 7. PROCUREMENT SPECIALIST Tom Camai 400 South Federal Highway Hallandale Beach, FL 33009 (954)457-1374

TECHNICAL SPECIFICATIONS:

SECTION I: SCOPE OF WORK

The City of Hallandale Beach is seeking qualified firms to provide Custodial Services for the City Hall, City Commission Chamber and Police Department Facilities only. The purpose of this Bid is to establish a Contract with licensed companies to furnish all labor, equipment, materials and expertise, as required, to perform custodial services.

All personnel assigned to work in the City's locations will need to pass a security clearance and background check.

The Contractor shall bring all facilities listed below to the 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 Project Manager, or his designee, will meet prior to the first week of the Contract to insure 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.

A. Description of Locations:

1) <u>City Hall to include Commission Chambers</u>

400 South Federal Highway Hallandale Beach FL 33009

2) <u>Hallandale Beach Police Department</u>

400 South Federal Highway Hallandale Beach FL 33009

SECTION II: PERFORMANCE

1. SATISFACTORY SERVICE REQUIRED

Contractor shall provide sufficient personnel so as to perform work safely and expeditiously with all equipment plainly marked with the Contractor's name. All equipment provided pursuant to the Contract shall be in good and proper working order.

In general, no work shall be performed prior to 6:00 PM and all work shall be completed by 7:00 AM. There may be exceptions to this general rule to be assigned to the Contractor by the Project Manager.

The Contractor shall provide a level of service which shall lead to optimal City satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc., shall constitute unsatisfactory performance. More than three (3) complaints, reviewed and solely determined by the City to be legitimate, per month, will prompt a review of the Contractor's performance, and may result in cancellation of the Contract.

A. Contractor Supervisor on Site

The Contractor shall provide a qualified supervisor present on the sites at all times, as a fully authorized agent of the Contractor, capable of making onsite decisions, and shall be responsible for the performance of the work. The name of the this person and alternate(s) who shall act for the Contractor when the supervisor is absent shall be designated in writing to the City prior to contract start date, and updated as needed.

The Contractor shall provide a telephone number(s) for the City to contact the supervisor or alternate should the need arise. The Supervisor or alternate(s) shall be available for contact between the hours of 7:00 a.m. and 4:00 p.m. Response time shall be measured from the time the City places the call to the supervisor or alternate(s) to the point where the supervisor arrives at location to which the supervisor was dispatched. The maximum allowable timeframe for supervisor response will be 60 minutes.

The supervisor shall have access to a digital camera to visually document issues including, but not limited to, safety concerns (e.g. trip hazards), property damage, and situations requiring extraordinary level of cleaning beyond normal scope of the Contract (e.g. excessive dirt and trash).

The supervisor and alternate(s) shall be able to read, write, speak, and understand English.

It shall be the responsibility of the Contractor to secure the sites at all times during and after cleaning to protect the general public from harm, and remove from the sites and properly dispose of all residues at the end of each and every workday. No unsecured materials or equipment are to be on site at night or over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel in writing. No materials or equipment are to be stored so as to restrict traffic lines of sight.

Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.

B. Environment – Practices and Products:

The Contractor shall use environmentally preferable practices. Environmentally preferable practices refers to the use of products and procedures which result in waste prevention, conservation of water and electricity, reduce air and water pollution, and minimize the use and disposal of toxic or harmful materials. Alternate products or procedures may be used in cases where an environmentally preferable product does not exist, produces inferior results, or is significantly higher priced.

- 1. Leave only designated night-lights burning upon departure from any City facility.
- 2. Use only sufficient lighting to accomplish cleaning.
- 3. Use only vacuums with high efficiency particulate filter bags with filters retaining particle sizes below one (1) micron.
- 4. Do not change any thermostat settings at any time.
- 5. Maintain the separation of trash/solid waste and designated recyclables, and deposit each in the appropriate containers/receptacles and/or dumpsters at the site where the work is to be performed:

Cleaning staff will not be expected to sort through garbage and/or recycling receptacles to extract recycling.

Recycled items include: newspapers, office paper, mixed paper, plastic bottles and aluminum cans. Items can be removed or added at any given time.

C. Supplies

Provide all supplies necessary to fulfill the requirements of the Contract including but not limited to, cleaners, polishers, disinfectants, waxes, rags, towels and necessary personnel safety items. Exclusions are listed separately.

Cleaning staff is not to use paper towels or paper hand towels supplied by the City to wipe up or clean.

In order to minimize the health and environmental impacts of maintaining clean facilities, the City is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Contractor shall use only environmental preferable products in the following categories:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- Disinfectants:
- Floor finishes and floor strippers;
- Other chemicals, as needed, to perform the duties of the particular job or function.

For purposes of the Contract, the City defines an environmentally preferable cleaning product as one that is certified through Green Seal GS-37, DfE (EPA's Design for the Environment) or the ECP/EcoLogo (Canada's Environmental Choice Program). Products that are not listed through one of these certification agencies will not be allowed to be used as part of the Contract. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal (GS-37) www.greenseal.org or (2) EPA Design for the Environment www.epa.gov/dfe. Prior to Contract award, the Proposer must provide a complete list of products, including Material Safety Data Sheets they will use. As stated above, the products must be certified through one of the three certifying agencies listed above.

Changes to any products and/or product lists used as part of the Contract must be submitted in writing to the City Project Manager, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.

Provide to the City and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Proposer shall not use any material or supplies, which the City determines, would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

To insure the safety of the public and the employees of the City of Hallandale Beach, the occupants of City facilities, it shall be the policy of the City that the use of any chemicals or materials used in the cleaning and maintenance of City facilities be certified green. If it is determined for sanitary reasons that a non-green product must be used, then it shall only be utilized at times when the employees and public are not within the confines of the facilities being cleaned or sanitized.

Green cleaners are not regulated or certified by any government agency or department, including the Florida Department of Environmental Protection. However, there are several independent agency certifications that can be of assistance in finding green cleaners. They are:

- Green Seal Green Certified Products/Services
- UL EcoLogo Green products Database
- McDonough Braungart Design Chemistry Cradle to Cradle Certification

All contractual documents or agreements or renewal agreements for the provision of custodial services shall provide for the inclusion and use of certified green cleaning products

D. <u>Special Events/Day Porter</u>

The City is requesting the service of a Special Events Cleaning and / or Day Porter. The Day Porter service may be required and utilized as budget allows.

The City occasionally holds special events that will require janitorial attention unique to the regularly scheduled services; or may require Day Porter services.

The City may request Contractor to provide one (1) Day Porter to provide various duties daily on an as needed basis. Day porter may be required to work not more than 10 hours per day. Day Porter may be required to float between buildings doing work as needed (replace paper products, clean restrooms, mop, dust, etc.) Day Porter must have reliable means of transportation to move between facilities as needed.

Day Porter must be able to read, write, and speak English. The City will provide a radio or similar means of communication for use by the Day Porter while on site. Contractor will be responsible for providing all cleaning supplies, dispenser refills, and other equipment or materials needed to complete work.

If utilized, Day Porter will be responsible for on-going spot cleaning of City facilities, with specific attention to restrooms, entryways, and lobby areas. Duties may include, but not limited to:

- Spot clean restrooms, wipe down sinks and vanities, pick up and dispose of paper and trash, mop up spills and splashes, clean and disinfect toilet seats and bowls.
- Check and refill dispensers (e.g. toilet paper, paper towels, soap, etc.) Police entryways and lobby areas for trash, pick up and dispose of trash and litter inside and immediately outside of any entryway or lobby area.
- Spot clean entryway doors and windows removing fingerprints and marks.
 Sweep and / or dust mop non-carpeted areas in entryways and lobby areas.

 Notify City Project Manager of any safety or health issues (e.g. burnt out light bulbs, trip hazards, etc.) Spot clean other areas as directed by the City Project Manager.

Contractor's prices for these services will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to provide any or all of these services upon no less than twenty-four (24) hours' notice from the City.

2. CLEANING STANDARDS

The following cleaning standards must be used, at a minimum, on a daily basis and during the quality assurance inspection process to assess the quality of cleaning.

A. Entrances

- Mats and carpet shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
- Glass and metal surfaces shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.
- 3. Corners and thresholds shall be free of dust, cobwebs, dried-soil, crud, finish buildup and debris. These areas shall appear visibly and uniformly clean. This includes the elimination of cleaner residue and dried-slurry.
- 4. Floors and cove bases shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
- Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.

B. Elevators

- 1. Tracks shall be free of dirt and debris. Tracks shall appear visibly clean. This includes the elimination of standing water from wet cleaning procedures.
- 2. Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This includes the elimination of polish residue and/or film.
- 3. Floors, carpet and cove bases shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

C. Corridors

- 1. Floors and cove bases shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
- Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- 3. Glass and metal surfaces shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.
- Water fountains shall be free of dust, cobwebs, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This includes the elimination of film and cleaner residue.

D. Stairwells

1. Rails and walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean.

This included the elimination of film, streaks, lint, standing water, cleaner residue or film.

 Steps and landings shall be free of dust, cobwebs, dried soil, gum, stains and debris. This includes risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

E. Restrooms

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

- Dispensers shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This includes the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
- 2. Hardware shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This includes the elimination of polish residue.
- 3. Sinks shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This includes the elimination of streaks, embedded soil, and film and water spots.
- 4. Mirrors shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
- 5. Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks, film and water spots.
- 6. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks and film.

- 7. Waste containers shall have contents removed and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- 8. Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean / disinfected. This included the elimination of film, streaks and cleaner residue. Ceramic walls, wainscots, metal kick plates, handles and push plates on doors shall also be polished dry.
- 9. Floors and baseboards shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by the City. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
- Air vents shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
- 11. Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

F. Common Areas and Copier Areas

- 1. Counters and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film.
- 2. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- 3. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

4. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This included the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

G. Offices/Cubicles

- 1. Common area furniture and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film. Individual office desks and work surfaces do not required to be cleaned.
- 2. Lamps shall be free of dust, cobwebs, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This includes the elimination of streaks, cleaner residue and film.
- 3. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- 4. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- 5. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This includes the elimination of streaks, film and cleaner residue.
- 6. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue, imbedded soil and foreign objects.

H. Kitchens/Break rooms

- 1. Cabinets, refrigerator and microwave exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film. Sinks and fixtures shall be clean and sanitized.
- Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.
- 3. Floors and baseboards shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
- 4. Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.

I. Conference Rooms

- Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- 3. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped with cleaner daily to remove all fingerprints.

4. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

J. Reception Areas

- Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
- 3. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped clean and dried spot free.
- 4. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. Chairs shall be moved occasionally to vacuum underneath. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

K. Miscellaneous

- 1. Air vents shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
- 2. Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
- 3. Ceilings shall have all cobwebs removed.

4. Microwave interior and refrigerator interior shall be defined as additional services for an additional fee.

L. Custodial Closets and Storeroom

- 1. Shelves Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.
- Custodial carts shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on custodial carts shall also be free of dust and soil, and organized, neatly.
- Walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
- 4. Utility sinks shall be free of dust, cobwebs, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This includes the elimination of streaks, embedded soil, film and water spots.
- 5. Bright work shall be cleaned, de-scaled and polished.
- 6. Floors shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by City's Project Manager. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.

M. Trash Removal/Trash Containers

- 1. Waste removal shall be to containers designated by City and shall be deposited in such a manner that contents will not fly around causing a mess or nuisance.
- 2. Waste containers shall be fitted with a liner as needed.

END OF TECHNICAL SPECIFICATIONS

TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID ADVERTISING DATE	AUGUST 8, 2014
BID DOCUMENT RELEASED	AUGUST 8, 2014
MANDATORY PRE-BID CONFERENCE	AUGUST 15, 2014 AT <u>11:00 AM</u>
MANDATORY SITE INSPECTION	AUGUST 15, 2014 IMMEDIATELY AFTER PRE-BID MEETING
QUESTIONS	WILL BE ANSWERED AT THE MANDATORY PRE- BID CONFERENCE SCHEDULED ON AUGUST 15, 2014 AT 11:00 AM
LAST DAY FOR QUESTIONS	AUGUST 19, 2014 BY NO LATER THAN <u>11:00 AM</u> VIA EMAIL
DEADLINE FOR RECEIPT OF RESPONSES	FRIDAY, SEPTEMBER 5, 2014 BY NO LATER THAN 11:00 AM
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

II. <u>DEFINITIONS</u>

- "City" the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.
- "City's Contract Administrator" means the City's representative duly authorized by the City Commission and/or City Manager, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.
- "Contract" and "Contract Documents" means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.
- "Contractor" the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- "Local City of Hallandale Beach Vendor" pursuant to Chapter 23, Procurement, Section 23-5 of the Code of Ordinances of the City of Hallandale Beach, Florida. See definition in Section VII, item 2 in this RFP.
- "Notice to Proceed" means the written notice given by the City to the Contractor of the date and time for work to start.
- "Project Manager" means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.
- "Proposal" means the proposal or submission submitted by a Proposer. The terms "Proposal" and "Bid" are used interchangeably and have the same meaning.
- "**Proposer**" means one who submits a Proposal in response to a solicitation. The terms "Proposer" and "Bidder" are used interchangeably and have the same meaning.
- "Proposal Documents" the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).
- "Successful Proposer" means the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

END OF SECTION

DEFACTIVIENT FACILITIES

SCHEDULE OF BIDDER'S PRICE VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD

ALL PRICES SHALL BE PROVIDED BELOW. PRICE SHEET BELOW WILL BE UTILIZED FOR AWARD OF CONTRACT.

YEAR 1

City Facility Name and Location	Monthly Cost	Annual Cost
1) City Hall, including Commission Chambers 400 South Federal Highway	\$	\$
2) Hallandale Beach Police Department 400 South Federal Highway	\$	\$
TOTAL COST FOR ALL ABOVE LISTED FACILITIES [PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS].	\$	\$

Company Name	•	Authorized Signature	

SCHEDULE OF BIDDER'S PRICE VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD

ALL PRICES SHALL BE PROVIDED BELOW. PRICE SHEET BELOW WILL BE UTILIZED FOR AWARD OF CONTRACT.

YEAR 2

City Facility Name and Location	Monthly Cost	Annual Cost
3) City Hall, including Commission Chambers 400 South Federal Highway	\$	\$
4) Hallandale Beach Police Department 400 South Federal Highway	\$	\$
TOTAL COST FOR ALL ABOVE LISTED FACILITIES [PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS].	\$	\$
	,	

Company Name	Authorized Signature

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SCHEDULE OF BIDDER'S PRICE VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD

ALL PRICES SHALL BE PROVIDED BELOW. PRICE SHEET BELOW WILL BE UTILIZED FOR AWARD OF CONTRACT.

YEAR 3

City Facility Name and Location	Monthly Cost	Annual Cost
5) City Hall, including Commission Chambers 400 South Federal Highway	\$	\$
6) Hallandale Beach Police Department 400 South Federal Highway	\$	\$
TOTAL COST FOR ALL ABOVE LISTED FACILITIES [PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS].	\$	\$

Company Name	Authorized Signature

SCHEDULE OF BIDDER'S PRICE VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD

THE INFORMATION BELOW IS BEING REQUESTED BUT WILL NOT BE PART OF THE AWARD DECISION FOR THIS SOLICITATION.

BID PRICE SHEET FOR DAY PORTER

NOTE: THE SERVICES BELOW WILL BE USED AND REQUESTED AS FUNDING ALLOWS AND AS NEEDED.

Day Porter Services	Amount	Per Sq. Ft / Per Hour
Spray buff of resilient floors	\$	Per Sq. Ft
Floor stripping, waxing and sealing	\$	Per Sq. Ft
Carpet shampooing (bonnet method)	\$	Per Sq. Ft
Carpet shampooing (extraction method)	\$	Per Sq. Ft
Furniture polishing	\$	Per Hour
Upholstery shampooing	\$	Per Hour
Glass cleaning	\$	Per Hour
Pressure cleaning	\$	Per Hour
Day Porter Service (Monday – Friday)	\$	Per Hour
Day Porter Service (Saturday – Sunday)	\$	Per Hour

Company Name	Authorized Signature

END OF SECTION

III. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

1) COMMUNITY BENEFIT PLAN (CBP):

This Bid includes a Community Benefit Plan which is encouraged but not required.

What is a CBP?

CBP is a required plan of action that firms must commit to in order to ensure that all projects in the City provide a form of tangible benefit to the community. A successful response must include a percentage commitment toward CBP activities. The CPB commitment must be an overall percentage (%) of the project cost.

CBPs are generally required to be a part of all City /CRA Capital Improvement Projects (CIP) over \$1 million. However, CBP is *encouraged* in non-CIP projects, as well as, CIP projects less than \$1 million.

Accordingly, proposers must demonstrate and provide a proposed CBP which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. A responsive CBP should include a well-defined approach that the selected firm will take to ensure the firm's Philanthropic participation in City-sponsored, Community based organizations and/or programs, such as the Police Athletic League (PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities may include, community outreach, mentoring, training and/or apprenticeships, or any other types of identifiable ancillary benefits for the community.

Proposers must label the Community Benefit Plan as Exhibit B, if such is provided.

How is a CBP applied – What is expected for Non-CIP and CIP less than \$1 million

» For Non-CIP projects or CIP projects less than \$1 million, the City encourages firms to include Philanthropic participation in City-sponsored, Community based organizations and/or programs, such as the Police Athletic League (PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities must include,

community outreach, mentoring, training and/or apprenticeships, or any other types of identifiable ancillary benefits for the community.

» A successful response must include a percentage commitment toward CBP benefits. The CBP commitment must be an overall percentage (%) of the project cost.

Please refer to Exhibit 2 for examples.

CBP elements:

The CBP is composed of two (2) main elements:

- 1) Workforce Utilization
- 2) Hallandale Beach Vendor Utilization

Below the information for each:

1) Workforce Utilization:

The successful CBP Plan must detail **how** the firm will maximize the utilization of Hallandale Beach Residents as a part of the project.

The plan should include:

- What specific actions steps will be taken to recruit and or train residents.
- How will the firm mobilize in the community to be successful in accomplishing the CBP.
- Greater emphasis to workforce utilization is emphasized.

2) Hallandale Beach Vendor Utilization:

A successful CBP Plan must detail what incentives and/or business practice the firm is willing to put in place to maximize the utilization of Hallandale Beach Vendors.

Example:

The contractor will host training for local subs to build capacity

The contractor will leverage relationships to assist in bid bond attainment

The contractor will provide local vendor preference regarding bid submittal

As successful response must include a percentage commitment towards CBP activities. This commitment can be an overall percentage of the project cost.

Example:

ABC and Associates commits to a 30% community benefit plan commitment with a goal of 60% of the aforementioned commitment being dedicated to workforce utilization.

What is the difference between Local Vendor Preference (LVP) and CBP?

The Local Vendor Preference, as explained below, is granted if the appropriate and complete submission of the documents requested, as required by the specific Tier of LVP, is provided by the proposer with their proposal. The Procurement Department makes the determination, upon review of the paperwork/documents submitted by the requesting firm(s) for the applicable tier of LVP. In addition to the paper work/documentation that must be provided with the proposal, the proposer must clearly specify the information required as Exhibit C with the following information:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter "b" above.

The Procurement Department grants the LVP based on the review of receipt of the correct submission of information, as well as, the correct % of project work to be granted per Tier definition of LVP.

2) LOCAL CITY OF HALLANDALE BEACH VENDOR PREFERENCE (LVP):

Firms please note that the Procurement Department will grant the Local Vendor Preference to the proposer that identifies local vendors that will be utilized as vendors, contractors or subcontractors. The proposer must delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value as a percentage of the total contract value.

If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the firm's submission and it must be clearly provided with the response labeled as Exhibit C.

How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

Tier 1 LVP:

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

<u>Homestead in Hallandale Beach</u>:

Proof of the homestead must be submitted with the response to the solicitation.

A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

Tier 2 LVP:

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Tier 3 LVP:

A Tier 3 "local City of Hallandale vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.

A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation.

Business Tax License (BTL) for the business from City where business is conducting business:

Additionally, the resident owns a business outside of the City limits. The valid business tax license shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the specified paper work/documents stated above and must provide Exhibit C with all the following requirements the firm desires, letters a-d below. Firm must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter "b" above.

Exact type of service, or direct labor or a bonna fide service that Local Vendor will provide to the project.

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's percentage (%) of the Project Work to provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, submitted and identified in the proposal.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- (a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- (b) Any nonlocal business.
- (c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
- (d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be

considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

Process to apply the LVP to Bids

(1) Competitive bid Tier 1 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the Tier 1 local vendor is within ten (10) percent of the lowest price submitted by any vendor, the Tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the Tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(2) Competitive bid Tier 2 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the Tier 2 local vendor is within five (5) percent of the lowest price submitted by any vendor, the Tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the Tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(3) Competitive bid Tier 3 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest rice bid, and the bid submitted by the Tier 3 local vendor is within two and half (2.5) percent of the lowest price submitted by any vendor, the Tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the Tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a Tier 1 local vendor and a Tier 2 local vendor and a Tier 3 local vendor participating in the same bid solicitation and the three vendors qualify to submit a second bid as detailed above, the Tier 1 local vendor will be given first option.

If the Tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the Tier 2 local vendor. If the Tier 2 local vendor cannot match the lowest bid received, then an opportunity will be given to the Tier 3 local vendor. If the Tier 3 local vendor cannot match the lowest bid received, then the bid will be awarded to the lowest bidder regardless of Tier 1, Tier 2 or Tier 3 local vendor preference.

If multiple local vendors submit bids which are within ten (10) percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the Tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation. If no Tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with Tier 2 and Tier 3 local vendors who have submitted a bid which is within two and one-half (2.5) percent of the lowest bid. If no Tier 1, Tier 2 or Tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the Tiers.

3) <u>DOMESTIC PARTNER BENEFITS REQUIREMENT:</u>

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or move employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.

- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
 - 1. Where only one (1) solicitation response is received.
 - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

4) TAX SAVINGS DIRECT PURCHASES (TSDP)

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City,

in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

5) <u>CONE OF SILENCE</u>

- (a) Purpose. A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) Exemptions. Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents her written recommendation to the city commission:
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney;

- (6) Sole source procurements;
- (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-7
- (8) Bid waivers;
- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
- (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
- (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
- (12) Contract negotiations that occur after an award; and
- (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and her staff, and the mayor and city commission and their staff.

(d) Procedure.

- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or her designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
- (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

(e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

6) LOBBYIST REGISTRATION:

<u>Registration</u>. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City and lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the City for annual lobbyist registration.

7) **SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

8) PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by City Commission until such time as the City Commission approves award of contract.

9) PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and

s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption.

City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10) ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this Bid made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

11) PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

12) <u>DELIVERY:</u>

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

13) DEFAULT PROVISION:

In case of default by the successful firm the City may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

14) COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing of selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

15) <u>TAXES:</u>

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasure Department. Exemption Certificates provided on request.

16) FAILURE TO SUBMIT PROPOSAL:

If your firm does not submit a proposal, PLEASE return the form, "UNABLE TO SUBMIT A PROPOSAL", stating thereon and request that your name be retained on the City mailing list, otherwise, your firm's name will be removed from the City's bid mailing list.

17) SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

18) <u>LIABILITY, INSURANCE, LICENSES AND PERMITS:</u>

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the

Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

19) RESERVATION FOR REJECTION AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.

20) <u>ACCEPTANCE OR REJECTION OF PROPOSALS</u>:

The City reserves the right to reject any or all bids. Reasonable efforts will be made to promptly award the contract after bid opening date. A Bidder may withdraw his/her bid in writing to: City of Hallandale Beach, Procurement (Purchasing) Department, 400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009. ATTENTION: BID #FY2013-2014-016 WITHDRAWAL.

21) OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

22) <u>INSPECTION OF FACILITIES / SITE VISIT:</u>

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Project Manager and/or designee.

<u>Examination of Bid project document and Site:</u> It is the responsibility of each Bidder before submitting a Bid, to:

- 22.1. Examine the Bid project document thoroughly,
- 22.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
- 22.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
- 22.4. Study and carefully correlate Bidder's observations with the Bid project document, and
- 22.5. Notify City of all conflicts, errors or discrepancies in the Bid project document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

23) PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in response to the Bid.

24) NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH ISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

25) PROTEST PROCEDURES:

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

- (1) Time for Protest
 - The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.
- (2) Form and Content of Protest
 The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filling fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filling fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

26) QUALIFICATIONS OF BIDDERS:

Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Bidder's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization

of the Bidder. The City has the right to conduct further investigation of the firm's responsibility.

The unreasonable failure of bidder or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such bidder or firm.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

27) <u>INSURANCE REQUIREMENTS FORM CONTRACT</u>:

ARTICLE 5: PAGES [66] THROUGH PAGES [71]

28) OCCUPATIONAL HEALTH AND SAFETY:

The Contractor and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 1. All employees on the work and other persons who may be affected thereby.
- 2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City Engineer.

Until acceptance of the work by the City, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work.

The Contractor shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

29) RETAINAGE:

Retainage is applicable to Construction Contracts Only. The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor.

The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.

30) POSTPONEMENT OF DATE FOR PRESENTING AND OPENING OF BIDS:

The City reserves the right to postpone the date for receipt of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.

END OF SECTION

FORMS

ALL FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THE FIRM'S SUBMITTAL.

CHECK LIST: [✓]

UNABLE TO SUBMIT RESPONSE
VARIANCES
CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE
DOMESTIC PARTNERSHIP CERTIFICATION FORM
DRUG-FREE WORKPLACE FORM
THIS PROPOSAL SUBMITTED BY
PUBLIC ENTITY CRIME FORM

VE(COMPANY NAME)	HAVE RECEIVED THE BII
WE ARE UNABLE TO RESPOND TO THE E	BID AT THIS TIME DUE TO THE
COMPLETE INFORMATION BELOW: SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
DETIIDN THIS LINADI E TA	O SUBMIT FORM ONLY TO:
	ANDALE BEACH
	T DEPARTMENT
	HIGHWAY, ROOM 242
	BEACH, FL 33009
TITLED: BID #FY2013-2014-016: CU	STODIAL SERVICES FOR CITY HALL, OLICE DEPARTMENT FACILITIES

BIDDER TO SPECIFY ANY VARIATION TO THE REQUIRED SERVICES, UNIT, ITEM QUANTITY AND/OR CONTRACT AS NECESSARY TO COMPLETE THE PROJECT AS SPECIFIED. IF NONE PLEASE SO STATE:

1	

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member

Hallandale Beach Standards of ethics <u>any potential conflict of interest must be disclosed</u> and if requested, obtain a conflict of interest opinion or waiver from the Commission/Board of Directors prior to entering into a contract with the City.				
1. Name of firm submitting a response to this Bid.	_			
2. Describe each affiliation or business relationship with an employee, bomember, elected official(s) or an immediate family member of any such persor the City of Hallandale Beach or Hallandale Beach Community Redevelopm Agency, if none so state.	of			
3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.	.			
4. Describe any other affiliation or business relationship that might cause a conf of interest, if none so state.				

BID # FY 2013-2014-016 CUSTODIAL SERVICES FOR CITY HALL, COMMISSION CHAMBERS AND POLICE

DEPARTMENT FACILITIES

CITY OF HALLANDALE BEACH

Page 55 of 85

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CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.		
Signature of authorized person for the firm	Date	-

City of Hallandale Beach
Domestic Partnership Certification Form

This form must be completed and submitted with your firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

□ 1.	 The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or 			
Domestic Partner Benefits Requirement of the City of H allowable exemption: (Check only one box below):		The firm's price for the contract term awarded is \$50,000 or less.		
		The firm does not provide benefits to employees' spouses nor spouse's dependents.		
		The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.		
		The firm is a government entity.		
		The contract is for the sale or lease of property.		
		The covered contract is necessary to respond to an emergency.		
		The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.		

City of Hallandale Beach Domestic Partnership Certification Form (continued)

I,Name of authorized Officer per S	Sunbiz Title
Name of Firm as it appea	ars on Sunbiz
	sign this notarized certification and certify that the
above referenced information is true, co	omplete and correct.
Signature	Print Name
STATE OF	
COUNTY OF	
SWORN TO AND SUBSCRIBED BEFO	ORE ME THISDAY OF
, 20 i	BY
TO ME PERSONALLY KNOWN OR PR	RODUCED IDENTIFICATION:
(Type of ID)	
Signature of Notary	Commission expires
Print Name of Notary Public	
Seal Below:	

DEFARTMENT FACILITIES

DRUG-FREE WORKPLACE FORM

The unde	ersigned vendor in accordance with Florida S	Statute 287.087
Hereby ce	ertified that (Name of Business)	does:
1.	Publish a statement notifying employees the distribution, dispensing, possession, or use prohibited in the workplace and specifying against employees for violations of such property of the statement of the stat	e of a controlled substance is the actions that will be taken
2.	Inform employees about the dangers of drubusiness's policy of maintaining a drug-free counseling, rehabilitation, and employee a penalties that may be imposed upon employee.	e workplace, any available drug ssistance programs, and the
3.	Give each employee engaged in providing services that are under bid a copy of the st	
4.	In the statement specified in subsection (1 condition of working on the commodities of bid, the employee will abide by the terms of employer of any conviction of or plea of gu violation of Chapter 1893 or of any controll States or any state, for a violation occurring (5) days after such conviction.	r contractual services that are under of the statement and will notify the lilty or nolo contendere to, any led substance law of the United
5.	Impose a sanction on, or require the satisfa assistance or rehabilitation program if such community, by any employee who is so co	n is available in the employee's
6.	Make a good faith effort to continue to mai I implementation of this section.	ntain a drug-free workplace through
	son authorized to sign the statement, I certify quirements.	that this firm complies fully with the

BIDDER'S SIGNATURE:

DATE:

THIS PROPOSAL SUBMITTED BY

SUBMITTED BY:		
DATE:		

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, apolitical subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: BID #FY 2013-2014-016: CUSTODIAL SERVICES FOR CITY HALL, COMMISSION CHAMBERS AND POLICE DEPARTMENT FACILITIES.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

DEPARTMENT FACILITIES

prir sus	e Bidder certifies that no principals or corporate officers of the firm were ncipals or corporate officers in another firm at the time such other firm was spended within the last two years from doing business with CITY; except as ted below:

PUBLIC ENTITY CRIME FORM

NOTICE TO BIDDERS

SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, suppliers, 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, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

BY:			
TITLE:			
SIGNED AND SEALE	ED .		
DAY OF	_,2014		

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

RFP # FY 2013-2014-016 CUSTODIAL SERVICES FOR CITY HALL, COMMISSION CHAMBERS AND POLICE DEPARTMENT FACILITIES

This is an Assessment and be a bout and in the bound of the CITY OF

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND
, a Florida corporation, hereinafter referred to as "CONTRACTOR <mark>." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)</mark>
WHEREAS, the CITY released Bid # FY 2013-2014-016 Custodial Services for City
Hall, Commission Chambers and Police Department Facilities and City Commission
approved such award of contract through Resolution #

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 TERM

- 1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on ______; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 2. This contract shall be in effect for a three (3) year period from the date of the issuance of a letter of award, or date of executed contract, whichever is later. The contract shall expire on the last day of the three (3) year period. The City may extend this contract for two (2) additional one (1) year periods at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If the Contractor cannot renew at these same terms, conditions, and prices, Contract must notify City on/or before thirty (30) days prior to contract expiration.

The Contract shall remain in effect provided the services rendered by the awarded firm during the contract period are satisfactory and the funding is available as appropriated on an annual basis.

ARTICLE 2 SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide the work to be provided as outlined in the scope of work in Bid # FY 2013-2014-016 Custodial Services for City Hall, Commission Chambers and Police Department Facilities and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

Community Benefit Plan

CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit "B".

Community Benefit Plan Yearly Reporting

Per your firm's proposal in response to the Community Benefit Plan your firm is to provide on an annual basis by no later than January 1st of each contract year, the following information as follows:

- 1) Information to be provided to Daniel Rosemond, Deputy City Manager, Community Redevelopment Director, via email at drosemond@cohb.org.
- 2) List of Community Benefit Plan accomplishments for the year by providing the following:
 - a) Purchase Order Number for the Project; b) Project name; c) Purchase Order amount for the Project; d) detailed Community Benefit Plan accomplishment.

Local City of Hallandale Beach Vendor Preference

Contractor has been granted LVP as per Proposal submitted Exhibit C. Contractor includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 3 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its

sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4 PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5 INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability,
 - Independent CONTRACTORs.
 - Broad Form Property Damage.

- 6. Personal Injury Liability.
- 7. Incidental Medical Malpractice.
- 8. Fire Legal Liability
- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. MINIMUM LIMITS OF INSURANCE

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days' Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 **COVERAGE CONTINUATION**:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORs shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6 COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total
amount of for work actually
performed and completed pursuant to this Agreement, which amount shall be accepted by
CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by
CONTRACTOR that this amount is the maximum payable and constitutes a limitation upor
CITY's obligation to compensate CONTRACTOR for its services related to this Agreement
This maximum amount, however, does not constitute a limitation, of any sort, upor
CONTRACTOR's obligation to perform all items of work required by or which can be
reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR
o reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE, DISCUSS WITH FINANCE IF NECESSARY>

		OR has accepted the following payment term for payment of all work ing this CONTRACT:	
		E-payables – it is an electronic method of payment which deposits funds to a credit card distributed by the City's bank to the Vendor. The City's bank is Suntrust.	
		PCard - it is a Visa credit card payment	
		Automated Clearing House (ACH) payment. A direct bank draft to a vendor's bank account. This method will only be authorized by the City if you firm provides a discount to the City for this payment method.	
6.3	Notwithstanding any provision of this Agreement to the contrary, CITY may withhold		
in wh	ole or i	n part, payment to the extent necessary to protect itself from loss on account of	
inade	quate	or defective work which has not been remedied or resolved in a manner	
satisf	actory t	o the City's Contract Administrator or failure to comply with this Agreement. The	
amou	nt withl	neld shall not be subject to payment of interest by CITY.	
6.4	Paym	ent shall be made to CONTRACTOR at:	

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be

effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8 MISCELLANEOUS

8.1 **RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs,

BID # FY 2013-2014-016 CUSTODIAL SERVICES FOR CITY HALL, COMMISSION CHAMBERS AND POLICE DEPARTMENT FACILITIES

surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or

agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

City Manager 400 South Federal Highway Hallandale Beach, FL 33009

With Copy to:

Name of Director
Attn: Department Name
Department Address
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:			

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction

DEFARTMENT FACILITIES

which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1.Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it

has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2.Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits ______are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE
CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONCTRACTOR shall comply with the applicable provisions of this section.

- (v) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (vi) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (vii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (viii) The City may retain all monies due or to become due until the Contractor complies with this section.

DEPARTMENT FACILITIES

	ty Manager, duly authorized	
, (Namo		(Title of
authorized officer)	o or contractory	(1100 01
Duly authorized to execute same.		
	CITY	
	<u>CITY</u>	
ATTEST:	CITY OF HALLANDALE	BEACH
CITY CLERK	By Renee C. Mill	er, CITY MANAGER
		o., o.,
Approved as to legal sufficiency and	form by	
CITY ATTORNEY	TOTTI Dy	

DEPARTMENT FACILITIES

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

	CONTRACTOR
ATTEST:	(Name of Corporation)
(Secretary)	By (Signature and Title)
(Corporate Seal)	
(Type Name and Title Signed Above)	
Day of, 20	
(If not incorporated sign below).	
	CONTRACTOR
WITNESSES:	
(PRINT NAME)	(PRESIDENT OR VICE-PRESIDENT)
(PRINT NAME)	

NOTARY SEAL