



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID T-63-14 -- JANITORIAL SERVICES, UTILITIES DEPARTMENT

July 24, 2014

The City of Pompano Beach is currently soliciting bids to establish a contract for janitorial service for the Utilities Department at specified locations. Sealed bids will be received until **2:00 p.m. (local), August 21, 2014**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Otis J. Thomas, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of janitorial services. Bids submitted shall include the costs of all labor, supervision, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment in various City facilities, as specified herein.

This bid is for service at the Water Treatment Plant (Membrane Building, the High Service/Filter Building, and the Maintenance Shop). Service at the Reuse Water Treatment Plant is included in this bid as an option and the City will decide whether to contract for service at this location after a review of the proposed cost.

B. Mandatory Pre-Bid Conference

All bidders must attend the pre-bid conference to be eligible to bid. The meeting will be held on **August 5, 2014, beginning at 10:00 a.m.** at the Membrane Building, Second Floor, 1205 N.E. 5th Avenue, Pompano Beach, Florida, 33060. Bids will only be accepted from companies represented at this meeting. A walk-through of the building will be conducted as part of the pre-bid meeting. This will be the only opportunity to inspect the facilities. Bidders will be expected to take all required measurements during the walk-through.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for two (2) additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the second period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Basis of Award

Contract award will be made to the lowest responsive and responsible bidder. The City will be the sole judge of a bidder's responsibility. Factors to be considered in evaluating a bidder's responsibility shall include, but not be limited to, the following: Performance on prior contract(s) with the City; performance on contract(s) with current and previous clients; experience with regard to the work encompassed by the contract; adequacy of equipment and personnel; ability to procure insurance coverage as required in the bid. The City reserves the right to ask questions of clarification of any or all bidders as part of the bid evaluation process.

E. Qualifications

Bids will be considered only from firms normally engaged in providing and performing the services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the City. Bids will only be considered from firms that have been engaged in providing services similar to

those specified herein for a period of not less than three (3) years continuously and that are presently engaged in the provision of these services.

F. References Required

Bidder must include in their bid proposal a listing of current contracts held by the firm for commercial janitorial service, and a list of prior contracts which were for service rendered in the cleaning of other commercial or institutional establishments similar in size and usage to those specified herein. Submit this information on the Questionnaire (Attachment A).

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

H. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

I. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://pompanobeachfl.gov/directory/btr/index.html>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

J. Insurance

The awarded bidder (contractor) shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form	bodily injury	
XX premises - operations		
— explosion & collapse hazard	property damage	
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance		
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage	
XX non-owned		
	combined	

REAL & PERSONAL PROPERTY		
XX comprehensive form		Organization must show proof they have this coverage.

EXCESS LIABILITY		
— umbrella form	bodily injury and property damage combined	
— other than umbrella		
		\$2,000,000. \$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

K. Questions And Communication

All questions regarding the bid are to be asked at the Pre-bid meeting, or submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received by **5:00 p.m., August 14.** Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

L. Cost Adjustments

Prices quoted shall be firm for the initial contract term. Thereafter, any renewal term which may be approved by the City shall be subject to the following: Costs for any renewal terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed three percent (3%). The yearly increase or decrease in the CPI shall be that latest Index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior. Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal. In the event the CPI or industry costs decline, the City shall have the right to receive a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract can be cancelled by the City upon giving thirty (30) days written notice to the contractor.

M. Invoicing/Payment

All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City monthly.

N. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

O. Mutual Cooperation

The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

P. Security

The Contractor shall keep all exterior doors locked during the performance of work; and assure that all exterior doors and suite doors are locked at the end of the shift. At no time shall Contractor allow any people into the building other than bona-fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot of the building during working hours, other than to pick-up or drop-off an employee.

Q. Supplies

The only supplies which will be provided by City are paper towels, trash can liners, hand soap and toilet tissue. The Contractor shall furnish all other supplies necessary for the work of this Contract. No supplies shall be used that City or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment. The City may require samples of the products intended to be used. The successful bidder shall maintain copies on site of the product brochure and the Safety Data Sheets for each product during the term of the contract. Contractor will be required to submit this data immediately upon request by City. Additionally, the information shall be readily available for inspection at any time.

R. Labeling of Supplies/Chemicals

The Contractor shall purchase and issue all chemicals in their original containers. If concentrated chemicals are dispensed for use into spray bottles, etc., this packaging must be properly labeled per OSHA requirements. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law and or regulatory agencies having jurisdiction. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

S. Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

T. Germicidal Properties

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

U. Equipment

1. All necessary cleaning equipment including power driven floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all necessary motor trucks, etc. needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of his kind and no equipment shall be used which is harmful to the buildings or their contents.
2. Electrical power will be furnished by the City at existing power outlets for the contractor's use to operate such equipment as is necessary in the conduct of his work. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper disconnection of equipment. Water will also be made available as necessary for cleaning.

V. Supervisor(s)

The contractor shall provide necessary on-site supervision. Contractor's Supervisors shall be literate and conversant in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. Contractor's supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The City's authorized

representative will be the sole judge of the communication level. The contractor shall provide documentation that the supervisor has the necessary skills. Supervisory time is part of overhead and not billable separately. In the event of sickness or any absence of the regular supervisor, the contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the City.

W. Mandatory Qualifications For Contractor Personnel

1. The buildings shall be fully staffed on the first day of work under the contract. All personnel shall receive close and continuing first-line supervision by the contractor.
2. Janitors shall be employees of the Contractor, day laborers are not acceptable.
3. Janitors employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. Upon request, the Contractor shall provide sufficient documentation to demonstrate adequate training has been provided. The use of janitors who are not adequately trained may be sufficient grounds for termination of the contract.
4. Contractor shall supply the City with a current list of all employees that will perform work at the facility. Each of these employees shall be adequately trained and have had criminal background checks. If the contractor uses employees not on the list, the City may order that person(s) off the property and deduct the cost of a full day of service from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the contract.

The contractor shall obtain national and Florida (FDLE) criminal background checks on all personnel that will be assigned to City buildings working in any capacity including supervision. The background check MUST be completed and received by the City Contract Administrator before any personnel can work on City property. It is recommended that the contractor keep on file with the Contract Administrator a list of persons who may work at City properties so that replacements can be made quickly. Should the contractor assign someone who has not had a background check, that person will be immediately ordered off of City property and the contractor may not bill the City for any hours worked. The contractor MUST remove any employee from City service who is convicted of a felony crime during his employment. After initial background checks have been made, they must be done annually for any person working at City sites after one year. Failure to obtain background checks as specified can result in termination of the contract. Note: the contractor will have all employees working at City sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this contract. The City reserves the right to require immediate

removal of any employee from City service it deems unfit for service for ANY reason. This right is non-negotiable and the contractor agrees to this condition by accepting this contract. The contractor should have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours. Should a replacement take longer than 24 hours, this may be cause for termination of the contract

X. Materials and Equipment

Space will be provided for all equipment supplied by the Contractor which remains on the job site during the term of the contract. The Contractor's equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and available to the Contractor's employees at all times. Sufficient cleaning products shall be furnished by the Contractor and maintained at the job site at all times for use by the Contractor's employees in performance of the required services. These products should be identified as belonging to contractor and not to City of Pompano Beach Utilities Department.

Y. Important Notes

Services are to be rendered as listed for the number of days per week specified. Services are to be rendered at specific hours stated for each location.

Keys for dispensers, each area/building, etc. will be provided to the Contractor. Keys are to be left on site upon completion of daily service. If keys are misplaced by the Contractor the cost of re-keying the locks and replacement of keys will be incumbent upon the Contractor. Repeated loss of keys may be grounds for contract termination.

Z. Window/Glass Washing Service Requirements

Price this service as an **Option**. The City will decide whether to contract for window washing service after a review of the proposed cost.

Semi-Annually (two times per year, at six month intervals), wash windows at Membrane Building location, inside and outside, 1st, 2nd, and 3rd floors, and wash windows at High Service/Filter Building, Generator Building, inside and outside, office and restroom locations only.

1. The Contractor shall provide the necessary equipment, supplies, and materials to accomplish the task and frequency set out for window/glass washing at the facility.
2. The Contractor shall wash and dry both the inside and outside (once-a-year) window/glass surfaces; wash the inside window frames and sills; dust the outside window frames and sills; and remove bird and insect nests, if found. All exterior

cleaning shall be done from the ground by use of ladders, lifts, etc. Contractor will not be allowed access to the roof.

3. The Contractor shall observe all OSHA-prescribed safety regulations and practices. All ladders, scaffolding, window anchors, safety belts, etc. shall be OSHA approved for window/glass washing.
4. Acids shall not be used for cleaning windows/glass.
5. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of window/glass cleaning.

AA. Detail Specifications - Water Treatment Plant

Due to security issues, cleaning may only be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (five days/week.) No cleaning will be performed on holidays when City offices are closed: Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. City will supply paper towels, toilet tissue, hand soap and trash can liners. Contractor will supply cleaning equipment and supplies and maintain janitor closets in a clean and orderly manner. Three separate buildings at this location need to be maintained.

1. **Membrane Building:** 1205 N.E. 5th Avenue

First Floor: Office areas, lobby and hallways, including laboratory and control room, elevator, two restroom/locker/shower rooms.

Second Floor: Office areas and hallways, two restrooms, and conference room with kitchen area

Daily Service:

- Empty trash, replace liners and remove trash to designated area
- Check and fill all towel, toilet paper and soap dispensers
- Spot clean walls, mirrors, partitions, showers
- Thoroughly clean and disinfect sinks, toilets, urinals and fixtures
- Sweep all tiled floors
- Report any supplies needed or problems encountered
- Clean and disinfect all drinking fountains
- Dust, spray and clean conference table
- Sweep and mop bathroom floors

At Least Once a Week- or more often if needed due to spills, etc.:

- Remove area carpet in lobby and control room, sweep and mop area underneath
- Vacuum carpeted areas and area carpets
- Sweep and Mop all floors
- Clean (with glass cleaner) Glass Doors – Entry door to plant, Superintendent's office door, laboratory door, display cases in hallway near men's room, picture frames, etc.
- Clean (with glass cleaner) Mirrors in all restrooms
- Clean and disinfect elevator panels inside and outside of elevator
- Dust display cases, fire extinguisher cabinets, bookcases, door frames, control room, window frames and sills
- Wipe down, spray and disinfect kitchen area, sink and countertops
- Clean and mop EOC room once per month

2. **High Service/Filter Building:** 301 N.E. 12th Street

First Floor: Hallway (leading to), Lunchroom/kitchen/restroom/break room.

Second Floor: Office areas and vestibule/hallways, computer training area, laboratory and two restrooms, stairs to first floor, entry door at second level.

Daily Service:

- Empty trash, replace liners and remove trash to designated area
- Check and fill all towel, toilet paper and soap dispensers
- Spot clean walls, mirrors, partitions, showers
- Thoroughly clean and disinfect sinks, toilets, urinals and fixtures
- Wipe Down Lunchroom Tables, Kitchen Counters and Stove
- Sweep all floors and stairwells
- Report any supplies needed or problems encountered
- Sweep and mop floors

At Least Once a Week- or more often if needed due to spills, etc.:

- Spray and disinfect Kitchen Area sink and countertops
- Remove area carpet, sweep and mop area underneath
- Clean (with glass cleaner) double door entry to plant at first floor level
- Dust spray and clean conference room table
- Clean (with glass cleaner) doors, interior windows, double door entry to plant at second level, office doors, 2 sets of interior French doors, laboratory, interior office windows, picture frames, etc.
- Dust fire extinguisher cabinets, door frames, window frames and sills
- Vacuum area carpets

3. **Maintenance Shop/Chemical Building:** Next to 1205 N.E. 5th Avenue

First Floor: Two restrooms/locker room, control room, lunch room area

Second Floor: Supervisor's Office

Daily Service:

- Empty trash, replace liners and remove trash to designated area
- Check and fill all towel, toilet paper and soap dispensers
- Spot clean walls, mirrors, partitions, showers
- Thoroughly clean and disinfect sinks, toilets, urinals and fixtures
- Wipe down kitchenette counter
- Sweep all floors
- Report any supplies needed or problems encountered
- Clean and disinfect drinking fountain
- Mop bathrooms floors

At Least Once a Week- or more often if needed due to spills, etc.:

- Dust and clean Kitchen Area sink and countertops
- Clean (with glass cleaner) Glass Doors – Entry door to supervisor's office and building control room, display cases in hallway, picture frames, supervisor's office display cases in hallway picture frames etc.
- Clean (with glass cleaner) Mirrors in all restroom
- Dust display cases, fire extinguisher cabinets, bookcases, door frames, control room, window frames and sills

4. **All above Locations:**

Quarterly (four times per year, at three month intervals):

- Sweep three (3) stairwells from 2nd floor to 1st floor in Membrane Plant, stairwell in Chemical building and dust off handrails
- Vacuum upholstered chairs and air conditioning vents in all buildings office areas and conference rooms
- Clean stainless steel sinks, elevator and metal door panels, etc., with stainless steel cleaner/polish.
- Dust/clean window blinds and ceiling vents

Semi-Annually (two times per year, at six month intervals):

- Strip/Wax/Buff all linoleum floors and steam clean all tile floors in Emergency Operations Center (EOC), kitchens, restrooms, office areas, laboratories and hallways, all building locations.
- Wipe down walls & vents in all restroom areas

BB. Detail Specifications - Reuse Water Treatment Plant

Due to security issues, cleaning may only be performed between the hours of 7:30 a.m. and 2:30 p.m., Monday through Friday (five days/week.) City will supply paper towels, toilet tissue, hand soap and trash can liners. Contractor will supply cleaning equipment and supplies and maintain janitor closets in a clean and orderly manner.

Price this location as an **Option**. The City will decide whether to contract for service at this location after a review of the proposed cost.

1. **Reuse Water Treatment Plant:** 1799 North Federal Highway, Pompano Beach, Florida, 33060.

One restroom, control room, laboratory and hallways.

3 Days per Week (Monday/Wednesday/Friday):

- Empty trash, replace liners and remove trash to designated area.
- Check and fill all towel, toilet paper and soap dispensers
- Spot clean walls, mirrors, partitions, showers
- Thoroughly clean sinks, toilets and fixtures
- Sweep all floors.
- Report any supplies needed or problems encountered.
- Clean and disinfect drinking fountain.

At Least Once a Week- or more often if needed:

- Sweep and Mop all floors.
- Clean (with glass cleaner) Glass Doors – Entry doors to plant, laboratory, hallway windows, display cases in hallway, picture frames, etc.
- Clean (with glass cleaner) Mirror in restroom.
- Dust display cases, fire extinguishers, cabinets, bookcases, door frames, control room, air conditioning vents, window frames and sills.

Simi-Annual

- Strip/Wax/Buff all floors.

CC. Expansion/Reduction of Janitorial Services

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. Pricing for these conditions will be agreed upon by the City and Contractor prior to implementation of expansion or reduction of janitorial services.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

- City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
 12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
 13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
 14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
 15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
 16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
 17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
 18. Exceptions to Specifications

- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
 20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
 21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
 22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made

- and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment

- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
- 34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under

- this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
- 36. Notice To Contractor
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 37. Costs Incurred by Bidders
All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
- 38. Public Records
 - 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
 - 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
 - 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

**IMPORTANT!!! BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3
SUBMIT ONE COMPLETED COPY OF BID AND ALL ATTACHMENTS**

Location	Monthly Charge	Total Annual Cost
Janitorial Service, as specified herein, at the Membrane Building, High Service/Filter Building, and Maintenance Shop/Chemical Building	\$_____	\$_____

Option:

Location	Monthly Charge	Total Annual Cost
Janitorial Service, as specified herein, at the Reuse Water Treatment Plant	\$_____	\$_____

Option:

Location	Semi-Annual Charge	Total Annual Cost
Window/Glass Washing Service requirements at the Membrane Building, High Service Filter Building, and Generator Building as specified, semi-annually	\$_____	\$_____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder Name _____

Yes, bidder has a drug-free workplace program ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification #:

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

ATTACHMENT A

BID T-63-14 - JANITORIAL SERVICE, UTILITIES DEPARTMENT

BIDDER'S QUESTIONNAIRE

THE UNDERSIGNED COMPANY OFFICER GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED (USE ATTACHMENTS IF NECESSARY.)

1. How many years has your organization been in business?

2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations for whom you are now under contract to provide janitorial service:

Company Name: _____

Address: _____

Contact person/phone #: _____

Description of Contract: _____

Company Name: _____

Address: _____

Contact person/phone #: _____

Description of Contract: _____

3. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations for whom you were in the past under contract to provide janitorial service, for commercial or institutional establishments similar to the City:

Company Name: _____

Address: _____

Contact person/phone #: _____

Date & Description of Contract: _____

Company Name: _____

Address: _____

Contact person/phone #: _____

Date & Description of Contract: _____

4. Will your company subcontract or sublet any part of this work? If so, give details. (As the prime contractor you will be completely responsible for the actions of any subcontractor.)

5. Have you ever failed to complete work awarded to you, or has a contract with your company ever been cancelled for cause? If so, give details.

6. What equipment do you own that is available for the work?

7. What equipment will you purchase or rent for the proposed work?

8. What is the name, address, and phone number of your insurance agent writing your Liability and Worker's Compensation policies?

AGENT'S NAME, ADDRESS, AND TELEPHONE NUMBER:

Liability: _____

Worker's Compensation: _____

ATTACH COPIES OF CERTIFICATES OF INSURANCE FOR YOUR CURRENT COVERAGE TO THIS FORM.

9. State the true, exact, correct and complete name of the Partnership, Corporation, or Trade Name under which you do business, and the address of the place of business:

(CORRECT NAME OF BIDDER)

a. The business is a Sole Proprietorship, -or- Partnership, -or- Corporation:

b. The address of principal place of business is:

c. If a partnership, the names of all partners are:

d. If a corporation, the names of corporate officers (president and secretary) are:

e. If a Trade Name, state the names of the individuals who do business under the trade name:

I certify the above statements are true and correct:

(Manual signature of Company Officer)

Title: _____

Date: _____

BID T-63-14, JANITORIAL SERVICE, UTILITIES DEPARTMENT

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____