



**SUBMIT BID TO:**

CITY OF TAMARAC  
PURCHASING AND CONTRACTS DIVISION  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321  
954-597-3570

**INVITATION FOR BID**  
**Bidder Acknowledgement**

BID NO.: 06-08B  
BID TITLE: **CITYWIDE JANITORIAL SERVICES**  
BID OPENING DATE/TIME: March 23, 2006, 2:00 P.M. EST  
BUYER NAME: **Keith K. Glatz, CPPO**  
BUYER PHONE: **954-597-3567**  
BUYER EMAIL: **keithg@tamarac.org**  
PRE-BID CONFERENCE/SITE INSPECTION: **March 8, 2006 @ 10:00 A.M. Tamarac City Hall, City Commission Chambers, 7525 NW 88<sup>th</sup> Ave. Tamarac, Florida 33321**  
BONDING: **5% Bid Bond, 100% Payment/Performance Bond**

**GENERAL CONDITIONS/INSTRUCTIONS TO BIDDERS**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS OR IN THE SPECIAL CONDITIONS OF THE BID. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

**SEALED BIDS**

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

**BIDDER COMPANY NAME:** \_\_\_\_\_  
**COMPANY ADDRESS:** \_\_\_\_\_  
**COMPANY PHONE:** \_\_\_\_\_  
**NAME OF AUTHORIZED AGENT:** \_\_\_\_\_  
**TITLE OF AUTHORIZED AGENT:** \_\_\_\_\_  
**AUTHORIZED AGENT EMAIL ADDRESS:** \_\_\_\_\_  
**BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER:** \_\_\_\_\_  
**SIGNATURE OF AUTHORIZED AGENT:** \_\_\_\_\_

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



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It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

### DESCRIPTION OF WORK

The City of Tamarac is interested in obtaining sealed proposals from qualified Contractors to provide Citywide Janitorial Services for several City facilities within the City of Tamarac, FL.

The work consists of furnishing all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within this bid.

### GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

#### 1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a**

**Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All prices, terms and conditions quoted in the submitted bid will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

#### 2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

#### 3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

#### 4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

#### 5. PUBLIC ENTITY CRIMES STATEMENT

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 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,



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may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### 6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

### 7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

### 8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

### 9. PRICES, PAYMENTS AND DISCOUNTS

Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be

governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

### 10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

### 11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

### 12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

### 13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.



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### **14. CONDITIONS OF MATERIALS**

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

### **15. COPYRIGHTS OR PATENT RIGHTS**

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

### **16. SAFETY STANDARDS**

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act and its amendments to any industry standards, if applicable.

### **17. PERFORMANCE**

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

### **18. INSPECTION**

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

### **19. TERMINATION**

#### **a. DEFAULT**

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or

observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

#### **b. TERMINATION FOR CONVENIENCE OF CITY**

Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

#### **c. FUNDING OUT**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

### **20. ASSIGNMENT**

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

### **21. EMPLOYEES**

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

### **22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or



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disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**23. TAXES**

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

**24. OMISSION OF DETAILS**

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

**25. INSURANCE REQUIREMENTS**

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

- Premises/Operations
- Contractual Liability

- Personal Injury
- Explosion, Collapse, Underground Hazard
- Products/Completed Operations
- Broad Form Property Damage
- Cross Liability and Severability of Interest Clause

<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<b>Workers' Compensation &amp; Employer's Liability</b>	<b>Statutory</b>	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

**26. INDEMNIFICATION**

- i. The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or



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property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

### 27. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

### 28. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/Dept/fin/purch/results.html>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

### 29. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to

the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day or the contract term.

### 30. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

### 31. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.



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## INVITATION TO BID

### Bid No. 06-08B

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Thursday, March 23, 2006 at 2:00 p.m.**, at which time bids will be publicly opened and announced for:

### CITYWIDE JANITORIAL SERVICES

All bids received after the date and time stated above will be returned unopened to the bidder. All bidders are invited to attend the opening.

**One (1) original and two copies (2)** of the bid shall be submitted on an official bid form furnished with the bid package and those submitted otherwise will not be considered responsive. The submittal shall be plainly marked "**Bid No. 06-08B, CITYWIDE JANITORIAL SERVICES opening Thursday, March 23, 2006 at 2:00 p.m.**" On the outside of the envelope.

A **MANDATORY Pre-Bid Conference** will be held on **Wednesday, March 8, 2006, at 10:00 A.M.**, at the city of Tamarac, City Hall, Conference Room 105, 7525 NW 88th Avenue, Tamarac, Florida. **All parties interested in bidding on this project must attend this meeting.**

**Bid security:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5% of the total bid price payable to the City of Tamarac as guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A 100 % Performance and Payment bond will be required prior to commencement of work.

The work to be performed consists of the Contractor furnishing all labor, supplies, materials, tools, and equipment necessary to provide janitorial services for City facilities as per the specifications contained within this bid package.

The City reserves the right to accept or reject any or all bids, or any part of any bid, to waive any informalities, and to award in the best interest of the City of Tamarac. Bid documents will be available for review and may be obtained from the Purchasing Office at the above address. For non-technical inquiries, contact the Purchasing Office at (954) 597-3570; and for technical issues, contact Troy Gies at (954) 597-3710.

Keith K. Glatz, CPPO  
Purchasing & Contracts Manager

Publish Sun Sentinel: Sunday, 2/26/2006 and 3/5/2006



## **SPECIAL CONDITIONS CITYWIDE JANITORIAL SERVICES**

### **BID NO. 06-08B**

#### **1. PERFORMANCE BASED CONTRACTING**

##### 1.1 Satisfactory Service Required

The City of Tamarac) has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, satisfactory performance will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term. Unsatisfactory performance by the contractor shall result in the contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Specifications/Statement of Work herein. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions covering "contract termination" herein.

##### 1.2 Use of Supplemental Agreements

The City reserves the right to award additional agreements for City wide Janitorial Services upon attainment of the minimum contractual guarantee. Awards may be made under this solicitation for a period of one-hundred eighty (180) days following the opening of bids, subject to mutual agreement between the City and the applicable contractor. The City shall attempt to award supplemental agreements to bidders in a sequential fashion, beginning with the lowest priced responsive and responsible bid. If supplemental bidder(s) is unwilling or unable to maintain pricing during the one-hundred eighty day period, then the City may award to the next higher responsive supplemental bidder. The award of subsequent additional agreements under this solicitation could be required based on changes to the City's requirements, or if the original contractor fails to perform within the expectations of the City. Please note that additional awards shall not be made until the minimum contractual guarantee has been met, unless the original contractor is defaulted for non-performance during that period.

#### **2. ASSIGNMENT OF CONTRACT**

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the City Commission. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that they will continue to perform the



requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

### **3. CONTRACTOR'S RESPONSIBILITY**

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

No work shall be performed prior to 6:00 PM and all work shall be completed by 7:00 AM, with the following exceptions: Water Treatment Plant all work can only be performed between 5:00 PM and 9:00 PM; Recreation Center, Multi Purpose Building and Community Center where all work is to be performed between 9:30 PM and 6:00 AM ONLY. Exceptions to this schedule can only be made with the prior approval of the City in writing. The Contractor shall provide a qualified supervisor present on the site at all times, as a fully authorized agent of the Contractor, and capable of making on-site decisions. The Contractor shall be aware that the sites are not secure, and as such are subject to pedestrian traffic at all times of the day and night. 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.

Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety. Any questions that arise during the term of the agreement shall be directed to 1) Building Maintenance Supervisor or designee, and 2) Public Works Superintendent or designee.

### **4. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the City's Public Works Department by telephone (954) 597-3700 and inform the appropriate staff member about the location and extent of the damages.

### **5. PERMITS AND LICENSES**

The Contractor shall be responsible for securing all City Building permits. However, all City permit fees are waived. The Contractor shall submit copies of all permits required for this work. The Contractor shall be responsible to secure the necessary construction permits



from other agencies as identified in the Technical Specifications. Cost of permits will be paid for from the bidding and permits allowance included in the bid schedule, if applicable.

## **6. SITE INSPECTION – CONTRACTOR**

It shall be the full responsibility of the bidder to visit and inspect the proposed sites as shown within the Technical Specifications prior to the submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance.

Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor requirements. Should the bidder see any problem, the bidder is to bring the problem to the attention of the City immediately.

## **7. SITE INSPECTION – CITY**

All work will be conducted under the general direction of the Public Works Department and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the Director of Public Works nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

## **8. SUBMITTALS**

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, and insurance certificates within 15 days from the Award.

## **9. WAIVER OF LIENS**

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor in connection with the Agreement.

## **10. PAYMENT**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the City's purchase order number(s). Payments shall be made pursuant to the requirements of the Local Government Prompt Payment Act, F.S. Chapter 218.

## **11. CONTRACT DOCUMENTS**

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal executed and submitted by the Contractor, specifications (where applicable), any addendums or change orders, bond(s), insurance certificate(s), and the City Resolution awarding the bid.



## **12. CHANGE ORDERS**

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until a change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

## **13. CONTRACT PRICE**

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price or Time except as approved in writing by the Budget and Contracts Manager.

### **13.1 Change Order**

The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

### **13.2 Allowable conditions for Price Adjustment**

Price adjustments may only be requested due to a change of project scope mutually agreed upon between the City and Contractor, or due to a change in the State of Florida Minimum Wage approved by the as provided under Article X, "Miscellaneous", Section 24 "Florida Minimum Wage" of the State of Florida Constitution. All such increases shall only reflect a change to the actual costs of the Contractor, and shall not include any additional profit.

## **14. CITY'S OPTION**

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The



Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

### **15. LIQUIDATED DAMAGES**

Failure to respond to requests by the City within four (4) hours regarding inadequate performance of duties designated as Nightly Duties in the Technical Specifications of this bid document; or within twenty-four (24) hours regarding all other duties will result in a \$100.00 a day deduction from the following payment application. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of executing this Contract, and agree that \$100.00 per day is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

In the event the Contractor fails to respond to requests by the City within twenty-four (24) hours regarding inadequate performance of duties designated as Nightly Duties in the Technical Specifications of this bid document; or within three (3) days regarding all other duties the City reserves the right to, at the Contractor's risk and cost, take corrective actions. In the event of such breach the City will deduct the actual cost incurred by the City from the following payment application. The parties agree that this amount is not intended as punitive damages, and that the Contractor must receive written or verbal notification prior to the City taking corrective actions.

### **16. BONDS**

The Contractor shall furnish a 5% bid bond in the amount of the total bid amount as security for the faithful project performance and payment of all of the Contractor's obligations under the contract documents, per City Code Section 10-156.

The Contractor shall furnish a separate Performance Bond in the amount of 100% of the total bid award amount as security for the faithful performance of all of the contractor's obligations under the contract documents, per City Code Section 10-156.

If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, the Contractor shall, within seven (7) days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

### **17. PERFORMANCE, PAYMENT AND WARRANTY BONDS**

All bid bonds must be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract. They shall indemnify and save



harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law. The City reserves the right to select its own defense counsel.

**18. UNCONTROLLABLE CIRCUMSTANCES**

- 18.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
  
- 18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
  
- 18.3 In the event that any City facility is closed due to uncontrollable forces as indicated in Section 18.1 of these Special Conditions, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at that facility in an effort to restore the facility to operational status.



**TECHNICAL SPECIFICATIONS  
JANITORIAL SERVICES  
BID NUMBER RFP NO. 06-08R**

**I. Scope of Services**

The City of Tamarac is interested in obtaining proposals from qualified Contractors, to provide Janitorial Services as described herein for several City facilities.

The work consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work conducive with a neat, clean and orderly condition.

**II. General Provisions**

**1. Performance Based Contracting:**

1.1 The City of Tamarac desires to enter into a partnering agreement with the successful contractor, which will provide mutual benefits for both the City and the Contractor. Under a Performance Based Contract, the Contractor's satisfactory performance will result in the City's exclusive use of the Contractor for the full term of the Agreement, while unsatisfactory performance may result in the loss of the Contractor's rights to exclusivity upon passage of the guaranteed period of contract exclusivity.

1.2 The City of Tamarac guarantees that as long as the Contractor has not breached this Agreement, the Contractor shall be guaranteed an exclusive business relationship with the City for a minimum period of six (6) months.

1.3 Upon passage of the guaranteed contract period, this Agreement shall continue to remain in force, however future exclusivity under the Agreement shall be contingent on the successful performance of the Contractor in accordance with the specifications contained herein. The City shall continue to utilize the Contractor exclusively, for the needs enumerated herein, if it is determined that the Contractor is providing satisfactory performance under the Agreement. Satisfactory performance shall be defined as follows:

1.3.1 Successful adherence to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.

1.3.2 The Contractor shall provide a level of service which shall lead to optimal agency 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 per month will prompt a review of the





Contractor's performance, and may result in cancellation of the exclusivity provision contained herein.

- 1.3.3 **Contract Report Card:** The City shall formally evaluate Contractor on an ongoing basis during the term of the Agreement. The City shall request City employees to serve on an evaluation panel during the contract term. Each employee will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor. The City will periodically meet with the Contractor to discuss the results of the "Contract Report Card" evaluation for that period. A sample Contract Report Card is included as part of this bid document.

## **2. Contract Period:**

The contract period shall be for two (2) years based upon successful performance by the Contractor. The Contractor, however, shall initially contract exclusively with the City for a guaranteed period of six (6) months. The Contractor shall be evaluated by City personnel during this time period. During the initial six (6) month period, the contractor shall enjoy an exclusive contract relationship with the City. Upon completion of the initial six (6) month period, however, unsatisfactory performance by the Contractor shall result in the loss of exclusivity. Satisfactory performance will result in the Contractor maintaining its exclusive right to perform the requirements of this Agreement for additional six (6) month terms until the completion of the full two (2) year term.

Upon completion of the first full two (2) year period, the City reserves the right to renew the Contract for two (2) additional two (2) year periods based on the successful Bidder agreeing to the same terms and conditions and by giving written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the Contract amount. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

**2. Performance:** City is sole judge of non-performance. Failure of Contractor to comply with conditions, terms, specifications, and requirement of bid is just cause for termination of the Contract as enumerated in the Technical Specifications, Section II, "General Conditions", paragraph 2 "Contract Period" contained herein. The City, in cooperation with the successful Contractor, shall develop a "Contract Report Card", which will be utilized by agency personnel in the evaluation of the Contractor's performance. In the event that the Contractor does not receive a passing evaluation, the Contractor will be provided with an opportunity to correct any deficiencies within two (2) weeks after being notified of such deficiencies. Failure to correct such deficiencies may result in the Contractor's loss of its exclusive right to do business with the City.



**3. Damages/Loss:** The successful bidder shall at all times guard against damages or loss to the property of City of Tamarac or of other vendors or contractors and shall be held responsible, at the City's discretion, to replace, repair, rebuild, or restore any such damage or loss.

**4. Health & Safety:** Contractor certifies that all material, equipment, etc. contained in their bid meets all O.S.H.A. requirements.

In compliance with Chapter 422, Florida Statutes, Material Safety Data Sheets (MSDS) must accompany any items included in the latest edition of "Florida Substance List" which are used as a result of this bid. The MSDS sheets must be maintained by the user agency and must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosiveness, and reactivity.
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
  - The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- G. All substances shall remain in manufacturer's container with manufacturer's labeling.

**6. Environmental:** Energy conservation and recycling are issues of great concern to the City of Tamarac. To this end, Contractor agrees to:



- A. Leave only designated night-lights burning upon departure from any City facility.
- B. Use only sufficient lighting to accomplish cleaning.
- C. Use only vacuums with high efficiency particulate filter bags with filters retaining particle sizes below one (1) micron.
- D. Not change any thermostat settings at any time.
- E. 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.
  - Contractor shall report to City areas where participation is low and provide assistance as needed.
  - Recycled items include: newspapers, office paper and aluminum cans. Items can be removed or added at any given time.

### **III. Security Requirements & Liquidated Damages**

#### A - Liquidated damages:

City security measures shall be strictly enforced. The parties agree that damages consequent to a breach of this article are not readily ascertainable at the time of execution of the Agreement, and agree that \$100 per incident is an amount proportionate to the cost incurred by the City as a result of that breach.

#### B - Security Requirements:

1. All contractor employees shall be neatly attired in a company uniform, which clearly displays the Company logo. Additionally, all contractor employees shall clearly display an identification badge at all times while present in City facilities. The identification badge shall at a minimum include a photograph of employee, the employee's full name, and the name of firm.

2. Contractor shall provide the City a listing of all contractor employees to be assigned to work in City facilities. This listing shall include the employee's first and last name, date of birth and social security number. This listing shall be maintained and updated by the contractor. In the event of any changes to assigned contractor



personnel, the Contractor shall remit to the City a revised listing at least 48 hours prior to initiating any changes.

- 3.** All Contractor personnel assigned to City facilities shall be subject to a criminal background check, which may be conducted at the City's expense. The result of this background investigation shall be provided to the City's Budget and Contracts Manager. The City shall be sole judge regarding the acceptability of individuals assigned to work in City facilities.
- 4.** The Contractor shall procure and maintain, for the life of the Contract, a Fidelity Bond with limits of \$25,000 covering all employees that will be working within any City facility.
- 5.** The City reserves the right to deny entry or to permanently bar access to individual contract employees.
- 6.** Facility keys shall not be identified by either City name or address. Keys shall be tagged with a numerical code known only to the Janitorial Operations Management Staff. Under no circumstances will Contractor be allowed to make a copy of any key.
- 7.** All windows and doors shall be positively locked during the cleaning operations and when leaving following completion of the cleaning activities.
- 8.** Unauthorized personnel shall not be permitted to enter any City facility.
- 9.** Contractor shall not begin work prior to 6:00 pm and shall have all work completed by 7:00 am, except where otherwise noted. The Contractor's employees shall conduct themselves in a courteous manner and make every effort to avoid any disruption to City employees or patrons.
- 10.** Work shall be supervised and a working supervisor shall be on premises at all times.
- 11.** The Contractor's employees are not to use City equipment (i.e., coffee makers, typewriters, adding machines, copiers, radios, telephones, machinery, etc.) for any reason unless approved in writing by the Public Works Director or designee.
- 12.** Only discarded items either for garbage or recycling shall be removed by cleaning staff. Cleaning staff shall not make assumptions as to the status of unattended items.
- 13.** A lost and found policy shall be implemented by Contractor and communicated to the Public Works Director or designee.



14. Contractor shall immediately report suspicious activity, unusually occurrences, damage, and/or vandalism to the City's Building Maintenance Supervisor or designee.

#### IV. Additional Provisions

1. **Supplies:** Contractor will be responsible for providing all supplies including, but not limited to, paper towels, seat covers, toilet tissue, trash liners, cleaning supplies, sanitary supplies, soap, etc. as necessary to meet conditions, terms, specifications, and requirement of bid. The Contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, floor machines, etc. and any other equipment necessary to perform assigned duties. All cleaning products shall be reviewed and approved by City prior to usage.

- No acid based cleaning products shall be used.
- Only manufacturer recommended cleaning products shall be utilized on rubber flooring.

2. **Dispenser refilling:** Overlooked items shall be handled promptly. Upon notification of oversight from City, Contractor will be expected to provide corrective actions within four (4) hours.

3. **Meetings:** The Contractor or a designated representative, at the discretion of the Public Works Director or designee, shall be made available for periodic meetings with City personnel.

4. **Schedule:** Within thirty (30) days of Contract commencement the Contractor shall provide the Building Maintenance Supervisor or designee with a schedule identifying which days of the week, month, and quarter, periodic tasks will be performed for the entire term of the Contract.

5. **Holidays:** Contractor's services will not be required on City observed Holidays. In the event the Contractor chooses to work on a City observed holiday, 48 hour advance notice is required. Such work performed on City observed Holidays, as agreed to by the City, and which is within the scope of the contract, will be for the convenience of the Contractor and will not result in additional charges to the City. City observed holidays include the following:

1. New Years Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. July 4<sup>th</sup>
6. Labor Day
7. Veteran's Day
8. Thanksgiving day (Thursday)
9. Day after Thanksgiving (Friday)



- 10. Christmas Eve
- 11. Christmas Day

**6. Storage closet areas:** Dirty mops and soiled water left in bucket will not be acceptable. Such areas shall be well kept as to avoid fouled odors.

**7. Communication log book:** This book shall be kept at City Hall in the lower storage closet. Entries shall be made as needed and only Contractor’s supervisor and City shall be allowed to make entries. This book will serve as a communication tool between the City Public Works designee and Contractor’s supervisor.

**8. Dispute resolution:** All disputes pertaining to this Bid between the City and the Contractor shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: 1) Public Works Superintendent, 2) Budget and Contracts Manager, 3) Public Works Operations Manager, 4) Assistant Director of Public Works, and 5) Director of Public Works. The Purchasing and Contracts Manager shall be present and included in all dispute resolution meetings pertaining to this Bid. In the event a dispute cannot be settled through the chain of command set forth in this section, the dispute shall be brought forward in a court of competent jurisdiction. The laws of Florida shall be controlling. Venue shall be in Broward County, Florida.

**V. Frequency of Duties**

**1. General Duties**

Duties to be performed for all City Facilities as identified in Technical Specifications Section VII: City Facilities in addition to specific duties and responsibilities as identified in this document.

Except where otherwise specified or agreed to by both parties, the Contractor’s services will not be required on weekends. In the event the Contractor chooses to work on a Saturday or Sunday, 48 hour advance notice is required. Such work performed on weekends, as agreed to by the City, and which is within the scope of the contract, will be for the convenience of the Contractor and will not result in additional charges to the City.

<b>NIGHTLY DUTIES: Monday through Friday</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Vacuum all carpeted areas.</li> <li>• Remove carpet stains.</li> <li>• Dust mop and wet mop non-carpeted floors in all hallways, remove all scuff marks.</li> <li>• Vacuum all entrance mats located throughout building.</li> <li>• Clean inside and outside glass doors located at the entrances to building.</li> </ul>



<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles. Replace liners. Liners must be heavy duty, 2 mils minimum.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean windowsills and door jams located throughout entire building.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove spots from interior walls.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust furniture surfaces.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize drinking fountains and sinks.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove cobwebs throughout entire building.</li> </ul>
<ul style="list-style-type: none"> <li>• Polish conference tables.</li> </ul>
<ul style="list-style-type: none"> <li>• Polish reception counters.</li> </ul>
<p><b>Restrooms, Lunch Rooms and Kitchen Areas</b></p>
<ul style="list-style-type: none"> <li>• Fill all toilet paper and paper towel holders.</li> </ul>
<ul style="list-style-type: none"> <li>• Fill all soap dispensers and air freshener dispensers</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all shower stalls, toilets, faucets, urinals, sinks, counter tops, and stoves.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean all mirrors and glass.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize entire floor area.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all partitions, tile walls, and hand dryers.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust and clean exterior of vending machines.</li> </ul>
<p style="text-align: center;"><b>WEEKLY DUTIES</b></p>
<p><b>General Areas</b></p>
<ul style="list-style-type: none"> <li>• Dust A/C grills and returns in all rooms, offices, restrooms, and hallways.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean baseboards in all rooms and offices.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove fingerprints and marks from all light switches and doors.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust horizontal surfaces, blinds, and verticals.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop and wet mop stairways and all hallways.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust picture frames and office furniture.</li> </ul>
<ul style="list-style-type: none"> <li>• Spray buff all resilient floors.</li> </ul>
<ul style="list-style-type: none"> <li>• Machine scrub floors.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and refill floor drains.</li> </ul>

<p style="text-align: center;"><b>MONTHLY DUTIES</b></p>
<p><b>General Areas</b></p>
<ul style="list-style-type: none"> <li>• Wash A/C grills and returns throughout building.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust light fixtures.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean all interior and exterior windows throughout building.</li> </ul>
<ul style="list-style-type: none"> <li>• Spray buff all resilient floors.</li> </ul>
<ul style="list-style-type: none"> <li>• Polish any woodwork.</li> </ul>

<p style="text-align: center;"><b>SEMI-ANNUAL DUTIES</b></p>
<p><b>General Areas</b></p>
<ul style="list-style-type: none"> <li>• Strip, seal, and wax all resilient floors.</li> </ul>
<ul style="list-style-type: none"> <li>• Carpet shampoo Bonnet method.</li> </ul>
<ul style="list-style-type: none"> <li>• Pressure wash entrances tile or pavers.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and shampoo upholstered furniture in lobby and administrative offices.</li> </ul>



**2. Additional Duties**

Duties and responsibilities to be performed at the specified locations in addition to General Duties described above in Section V (1).

**Caporella Aquatic Center  
9300 NW 58<sup>th</sup> Street**

<b>NIGHTLY DUTIES: Seven (7) Days a week</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Vacuum all carpeted areas in the Aquatic Manager, Site Manager, and Cashier’s Offices.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove carpet stains in the Aquatic Manager, Site Manager, and Cashier’s Offices.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust mop non-carpeted areas in the Lifeguard Office and hallways. Remove all scuff marks.</li> </ul>
<ul style="list-style-type: none"> <li>• Vacuum all entrance mats located throughout the center.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean inside and outside glass doors located at the entrances to the building.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize Fitness Room floor. Clean underneath machines and equipment.</li> </ul>
<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles. Replace liners. Liners must be heavy duty, 2 mils minimum.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean window sills and door jams located throughout the entire building. This includes doors and sills in the Aquatic Manager, Site Supervisor, and Cashier’s Office, Fitness Room, and Lifeguard Office.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove spots from interior walls.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust building and furniture surfaces.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize drinking fountains and sink in Lifeguard Office.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove cobwebs throughout entire building.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean, sanitize, and polish Cashier’s Counter.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Fill all toilet paper and paper towel holders</li> </ul>
<ul style="list-style-type: none"> <li>• Fill all soap dispensers</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all shower stalls, toilets, faucets, urinals, sinks, and countertops.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean all mirrors.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize entire floor area.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all partitions, tile walls, and hand dryers.</li> </ul>
<b>Concession Stand</b>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize entire floor area. Remove scuff marks.</li> </ul>
<ul style="list-style-type: none"> <li>• Fill soap and antibacterial hand cleaner dispensers.</li> </ul>
<ul style="list-style-type: none"> <li>• Fill paper towel holders.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize sink, faucet, and counter top.</li> </ul>





<b>WEEKLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Dust A/C grills and returns in all rooms, offices, restrooms, and hallways.</li> <li>• Clean baseboards in all rooms and offices.</li> <li>• Clean mirrors in Fitness Room.</li> <li>• Remove fingerprints and marks from light switches and doors.</li> <li>• Dust horizontal surfaces, blinds, and verticals.</li> <li>• Damp mop lifeguard Office and hallways.</li> <li>• Dust picture frames and office furniture.</li> <li>• Clean exterior of all vending machines.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Clean and sanitize lockers (inside and outside) including the top.</li> </ul>
<b>Concession Stand</b>
<ul style="list-style-type: none"> <li>• Clean and sanitize the outside of all cabinets, ice machine, refrigerator, and freezer.</li> </ul>

<b>MONTHLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Wash A/C grills and returns throughout building.</li> <li>• Dust light fixtures.</li> <li>• Clean all interior and exterior windows throughout building</li> <li>• Spray buff all resilient floors.</li> </ul>
<b>Concession Stand</b>
<ul style="list-style-type: none"> <li>• Spray buff entire floor area.</li> <li>• Dust light fixtures</li> </ul>

<b>QUARTERLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Strip, seal, and wax Lifeguard Office and all hallway floors.</li> </ul>
<b>Concession Stand</b>
<ul style="list-style-type: none"> <li>• Strip, seal, and wax entire floor area.</li> </ul>

<b>SEMI-ANNUAL DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Clean and shampoo upholstered furniture in offices.</li> <li>• Carpet shampoo Bonnet method all carpeted areas in the Aquatic Manager, Site Manager and Cashier's Office.</li> </ul>



**Tamarac Community Center  
8601 W. Commercial Boulevard**

<b>NIGHTLY DUTIES: Seven (7) Days a week</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Vacuum all carpeted areas in the Administrative Offices, Fitness Room Office, Live Oak Room and Ballroom.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove carpet stains in the Administrative Offices, Fitness Room Office, Live Oak Room and Ballroom.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust mop non-carpeted areas in the Ballroom (including stage), Aerobics Room, Basketball Gym, Coconut Palm Room, Hibiscus Room and all tile hallways. Remove all scuff marks, spills, and spots.</li> </ul>
<ul style="list-style-type: none"> <li>• Vacuum all entrance mats located throughout the center.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean inside and outside glass doors located at the entrances to the building.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize Fitness Room floor. Clean underneath machines and equipment.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean behind and beneath bleachers located in Basketball Gym.</li> </ul>
<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles. Replace liners. Liners must be heavy duty, 2 mils minimum.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean window sills and door jams located throughout the entire building. This includes doors and sills in the Administrative Offices and all rooms.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove spots from interior walls.</li> </ul>
<ul style="list-style-type: none"> <li>• Dust building and furniture surfaces.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize drinking fountains and sink in Hibiscus Room.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove cobwebs throughout entire building.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean, sanitize, and polish front reception counter, including both counter levels.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Fill all toilet paper and paper towel holders</li> </ul>
<ul style="list-style-type: none"> <li>• Fill all soap dispensers</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all shower stalls, toilets, faucets, urinals, sinks, and countertops.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean all mirrors.</li> </ul>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize entire floor area.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all partitions, tile walls, and hand dryers.</li> </ul>
<b>Ballroom Kitchen</b>
<ul style="list-style-type: none"> <li>• Damp mop, clean, and sanitize entire floor area. Remove scuff marks.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and sanitize all sinks, faucets, splash boards, and counter tops.</li> </ul>
<ul style="list-style-type: none"> <li>• Empty garbage cans. Replace liners. Liners must be heavy duty, 2 mils minimum.</li> </ul>
<ul style="list-style-type: none"> <li>• Fill paper towel holders and soap dispensers.</li> </ul>



<b>WEEKLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Dust A/C grills and returns in all rooms, offices, restrooms, and hallways.</li> <li>• Clean baseboards in all rooms and offices.</li> <li>• Clean mirrors in Fitness Room.</li> <li>• Remove fingerprints and marks from light switches and doors.</li> <li>• Dust horizontal surfaces, blinds, and verticals.</li> <li>• Damp mop stage, Ballroom wood floor, Coconut Palm Room, Hibiscus Room, hallways, Lobby, Aerobics Room, copy room, and cashier area floors.</li> <li>• Dust picture frames and office furniture.</li> <li>• Clean exterior of all vending machines.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Clean and sanitize lockers (inside and outside) including the top.</li> </ul>
<b>Concession Stand</b>
<ul style="list-style-type: none"> <li>• Clean and sanitize the outside of all cabinets, ice machine, refrigerator, and warmer.</li> </ul>

<b>MONTHLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Wash A/C grills and returns throughout entire building</li> <li>• Steam clean carpet in Ball Room and Live Oak Room.</li> <li>• Dust light fixtures.</li> <li>• Clean all interior and exterior windows throughout building.</li> <li>• Machine scrub hallways and lobby area.</li> <li>• Spray buff all resilient floors.</li> </ul>
<b>Kitchen</b>
<ul style="list-style-type: none"> <li>• Machine scrub tile floor</li> </ul>

<b>QUARTERLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Strip, seal, and wax Hibiscus Room, Coconut Palm Room, copy room, and cashier area floors.</li> </ul>

<b>SEMI-ANNUAL DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Clean and shampoo upholstered furniture in Lobby and Administrative Offices.</li> </ul>



**Recreation Center  
7501 North University Drive**

<b>NIGHTLY DUTIES: Monday through Friday</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Clean inside and outside glass doors located at the entrances to the building.</li> <li>• Empty trash and recycling receptacles. Replace liners.</li> <li>• Clean window sills and door jams located throughout the entire building. This includes doors and sills in the Administrative Offices and kitchen area.</li> <li>• Remove spots from interior walls.</li> <li>• Dust building and furniture surfaces.</li> <li>• Clean and sanitize drinking fountains and sink in kitchen area.</li> <li>• Remove cobwebs throughout entire building.</li> <li>• Clean, sanitize, and polish front reception counter, including both levels.</li> <li>• Dust mop activity area, Administrative Offices, stage, and kitchen floors.</li> <li>• Vacuum all entrance mats.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Fill all toilet paper and paper towel holders</li> <li>• Fill all soap dispensers</li> <li>• Clean and sanitize all toilets, faucets, urinals, sinks, and countertops.</li> <li>• Clean all mirrors.</li> <li>• Damp mop, clean, and sanitize entire floor area.</li> <li>• Clean and sanitize all partitions, tile walls, and hand dryers.</li> </ul>

<b>WEEKLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Dust A/C grills and returns in all activity areas and offices.</li> <li>• Clean baseboards in all activity areas and offices.</li> <li>• Remove fingerprints and marks from light switches and doors.</li> <li>• Dust horizontal surfaces, blinds, and verticals.</li> <li>• Damp mop stage, activity area, kitchen, and office floors.</li> <li>• Dust picture frames and office furniture.</li> <li>• Clean exterior of all vending machines.</li> </ul>

<b>MONTHLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Wash A/C grills and returns throughout entire building.</li> <li>• Dust light fixtures.</li> <li>• Clean all interior and exterior windows throughout building.</li> <li>• Spray buff all resilient floors.</li> </ul>

<b>QUARTERLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Strip, seal, and wax activity area, office, and kitchen floors.</li> </ul>



**Multipurpose Center  
7531 North University Drive, Tamarac**

<b>NIGHTLY DUTIES: Monday through Friday</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Clean inside and outside glass doors located at the entrances to the building.</li> <li>• Empty trash and recycling receptacles. Replace liners. Liners must be heavy duty, 2 mils minimum.</li> <li>• Clean window sills and door jams located throughout the entire building. This includes doors and sills in the Administrative Office.</li> <li>• Remove spots from interior walls.</li> <li>• Dust building and furniture surfaces.</li> <li>• Clean and sanitize drinking fountains and sink in Art Room.</li> <li>• Remove cobwebs throughout entire building.</li> <li>• Dust mop non-carpeted floors. This includes basketball gym, office, dance room, hallway, classrooms, and teen room. Remove all scuff marks, spills, and spots. (Classrooms may be used by the school; while in use by the school they are responsible for the cleanliness of the rooms.)</li> <li>• Vacuum all entrance mats.</li> <li>• Clean behind and beneath bleachers located in the basketball gym.</li> </ul>
<b>Restrooms</b>
<ul style="list-style-type: none"> <li>• Fill all toilet paper and paper towel holders</li> <li>• Fill all soap dispensers</li> <li>• Clean and sanitize all shower stalls, toilets, faucets, urinals, sinks, and countertops.</li> <li>• Clean all mirrors.</li> <li>• Damp mop, clean, and sanitize entire floor area.</li> <li>• Clean and sanitize all partitions, tile walls, and hand dryers.</li> </ul>

<b>WEEKLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Dust A/C grills and returns in all rooms, hallways, and offices.</li> <li>• Clean baseboards in all rooms and offices.</li> <li>• Remove fingerprints and marks from light switches and doors.</li> <li>• Dust horizontal surfaces throughout building including basketball gym, blinds, and verticals.</li> <li>• Damp mop office, classroom, teen room, and hallway floors.</li> <li>• Dust picture frames and office furniture.</li> <li>• Clean exterior of all vending machines.</li> </ul>

<b>MONTHLY DUTIES</b>
<b>General Areas</b>
<ul style="list-style-type: none"> <li>• Wash A/C grills and returns throughout entire building.</li> <li>• Dust light fixtures.</li> </ul>



- |  |
|--|
| <ul style="list-style-type: none"><li>• Clean all interior and exterior windows throughout building.</li></ul> |
| <ul style="list-style-type: none"><li>• Spray buff all resilient floors.</li></ul>                             |

<b>QUARTERLY DUTIES</b>
-------------------------

<b>General Areas</b>
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- |  |
|--|
| <ul style="list-style-type: none"><li>• Strip, seal, and wax classrooms, office, and teen room floors.</li></ul> |
|--|

**These activities will be scheduled and communicated to City as per Article IV-“Additional Provisions-Schedule.” Changes to set dates will be given to City at least two (2) weeks prior to due date.**



**VI. Special Events**

The City shall occasionally, for whatever reason, have special events that will require janitorial attention unique to the regularly scheduled services. To this end, the Contractor will include a separate cost listing (per square foot) for the following services:

Spray buff of resilient floors	Floor stripping, waxing and sealing
Carpet shampooing (bonnet method)	Carpet shampooing (extraction method)
Furniture polishing	Upholstery shampooing
Glass cleaning	Pressure cleaning

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



## VII. City Facilities

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. Therefore, Contractor shall supply a separate cost (cost per facility) listing for providing janitorial services to the following facilities:

CITY FACILITY NAME AND ADDRESS	HOURS WHEN CLEANING CAN BE DONE
City Hall, 7525 NW 88th Avenue, Tamarac	6:00 PM to 7:00 AM
Transportation Division in the Broward Sheriff's Office Building 7515 NW 88th Avenue, Tamarac	6:00 PM to 7:00 AM
Recreational Center, 7501 North University Drive, Tamarac	9:30 PM to 6:00 AM
Multi Purpose Center, 7531 North University Drive, Tamarac	9:30 PM to 6:00 AM
Caporella Aquatic Center, 9300 NW 58 <sup>th</sup> Street, Tamarac	9:30 PM to 6:00 AM
Public Works Building, 6011 Nob Hill Road, Tamarac First Floor – Building Department Second Floor – Public Works Department	6:00 PM to 7:00 AM
Utilities Building, 6001 Nob Hill Road, Tamarac	6:00 PM to 7:00 AM
Water Treatment Plant, 7803 NW 61st Street, Tamarac	5:00 PM to 9:00 PM
Satellite City Hall, 4267 W Commercial Blvd., Tamarac	6:00 PM to 7:00 AM
Community Center, 8601 W. Commercial Blvd., Tamarac	9:30 PM to 6:00 AM
Fire Station #15, 6000 Hiatus Road, Tamarac	6:00 PM to 6:00 AM

### **Future City Facilities**

Facilities acquired, constructed, and/or expanded by the City may, at the City's own discretion, utilize contracted janitorial services under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. At such time, and as requested in writing by the City, the Contractor shall supply a separate cost (cost per facility) listing for providing janitorial services to said City facilities. The following list of planned City facilities and estimated completion dates is included for instructive purposes only; and future City facilities may include, but are not limited to the following:





PLANNED FACILITY	ESTIMATED SIZE	ESTIMATED COMPLETION
Utilities Building	15,000 sq ft	2007
Recreation Center	11,000 sq ft	2007
Community Center Expansion	10,000 sq ft	2008

Contractor's prices for the above-mentioned facilities will remain fixed and firm for the entire term of the Contract. Additionally, Contractor agrees to begin providing regularly scheduled services to any or all of the above facilities within thirty (30) days of notification from the City.



COMPANY NAME: (Please Print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**---NOTICE---**

**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Carefully read the Detailed Specifications, and then properly fill out the BID FORMS (Attachment "A").
- 3. Fill out and sign the NON-COLLUSIVE AFFIDAVIT (Attachment "B") and have it properly notarized.
- 4. Sign the CERTIFICATION page (Attachment "C"). Failure to do so will result in your Bid being deemed non-responsive.
- 5. Fill out the BIDDERS QUALIFICATION STATEMENT (Attachment "D").
- 6. Fill out the REFERENCES page (Attachment "E").
- 7. Sign the VENDOR DRUG FREE WORKPLACE FORM (Attachment "F").
- 8. Fill out the LIST OF SUBCONTRACTORS (Attachment "G").
- 9. **Include a 5% BID BOND.** (Attachment "H"). Failure to provide a bond will result in automatic rejection of your bid.
- 10. **Include proof of insurance.**
- 11. Carefully read the CHANGE ORDER (Attachment "I"), and the STANDARD FORM OF AGREEMENT.
- 12. **Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.**
- 13. **Make sure your Bid is submitted PRIOR to the deadline. Late Bids will not be accepted.**  
 Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS PAGE AND THE FOLLOWING PAGES ARE  
 TO BE RETURNED WITH YOUR BID.  
**THIS SHOULD BE THE FIRST PAGE OF YOUR BID.**



**ATTACHMENT "A"**

**BID FORM**

**BID NO. 06-08B**

Submitted by: \_\_\_\_\_(Bidder) \_\_\_\_\_(Date)

THIS BID IS SUBMITTED TO:

City of Tamarac  
Purchasing and Contracts Manager  
7525 Northwest 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. Bidder will sign and submit an agreement with the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
  - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
  - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



**ATTACHMENT “A”**

**BID FORM**  
**(continued)**

**BID NO. 06-08B**

The City of Tamarac is hereby requesting Bids, from qualified vendors, to furnishing all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner.

We propose to furnish the following in conformity with the specifications and at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

City Facility Name and Location	Total \$ /Month
City Hall, 7525 NW 88th Avenue, Tamarac	\$ _____
Transportation Division in the Broward Sheriff’s Office Building 7515 NW 88th Avenue, Tamarac	\$ _____
Recreational Center, 7501 North University Drive, Tamarac	\$ _____
Multi Purpose Center, 7531 North University Drive, Tamarac	\$ _____
Caporella Aquatic Center, 9300 NW 58 <sup>th</sup> Street, Tamarac	\$ _____
Public Works Department, 6011 Nob Hill Road, Tamarac First Floor – Building Department Second Floor – Public Works Department	\$ _____
Utilities Building, 6001 Nob Hill Road, Tamarac	\$ _____
Water Treatment Plant, 7803 NW 61st Street, Tamarac	\$ _____
Satellite City Hall, 4267 W Commercial Blvd., Tamarac	\$ _____
Community Center, 8601 W. Commercial Blvd., Tamarac	\$ _____
Fire Station #15, 6000 Hiatus Road, Tamarac	\$ _____
<b>TOTAL ANNUAL COST FOR ALL ABOVE LISTED FACILITIES</b> <b>[PLEASE NOTE PAYMENTS WILL BE MADE BY FACILITY ON A MONTHLY BASIS]</b>	\$ _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature



**ATTACHMENT “A”**

**BID FORM**  
*(continued)*

**BID NO. 06-08B**

We propose to furnish the following **Special Events** in conformity with the specifications and at the below bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

The City shall occasionally, for whatever reason, have special events that will require janitorial attention unique to the regularly scheduled services. The Contractor will include square foot for the following services. 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.

Special Events	\$/ Square Foot
Spray buff of resilient floors	\$ _____
Floor stripping, waxing and sealing	\$ _____
Carpet shampooing (bonnet method)	\$ _____
Carpet shampooing (extraction method)	\$ _____
Furniture polishing	\$ _____
Upholstery shampooing	\$ _____
Glass cleaning	\$ _____
Pressure cleaning	\$ _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature



**ATTACHMENT "A"**

**BID FORM**

*(continued)*

**BID NO. 06-08B**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Tamarac. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Telephone & Fax Number

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Federal Tax ID#



**ATTACHMENT "A"**

**BID FORM**  
*(continued)*

Bidders Name: \_\_\_\_\_

TERMS: \_\_\_\_\_% DAYS:

Delivery/completion: \_\_\_\_\_calendar days after receipt of Purchase Order

To be considered eligible for award, **one (1) original and two (2) copies of this bid form** MUST be submitted with the Bid.

**NOTE:** Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

**IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.**

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**ATTACHMENT "A"**

**BID FORM**

*(continued)*

Bidder's Name: \_\_\_\_\_

**Variations:**

The Bidder shall identify all variations and exceptions taken to the Instructions to Bidders, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Section \_\_\_\_\_ Variance \_\_\_\_\_

Section \_\_\_\_\_ Variance \_\_\_\_\_

Section \_\_\_\_\_ Variance \_\_\_\_\_

Section \_\_\_\_\_ Variance \_\_\_\_\_

Attach additional sheets if necessary.





**ATTACHMENT "B"**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**ATTACHMENT "B"**

**NON-COLLUSIVE AFFIDAVIT**

*(continued)*

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or  DID NOT take an oath



**ATTACHMENT "C"**

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL       PARTNERSHIP       CORPORATION       OTHER

If "Other", Explain: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed Or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer I.D./Social Security No.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person



**ATTACHMENT "D"**

**OFFEROR'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac  
Purchasing and Contracts Manager

ADDRESS: 7525 NW 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

Check One

Submitted By: \_\_\_\_\_  Corporation  
 Name: \_\_\_\_\_  Partnership  
 Address: \_\_\_\_\_  Individual  
 Principal Office: \_\_\_\_\_  Other  
 Telephone No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

\_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_  
\_\_\_\_\_

2. If Offeror is a corporation, answer the following:

- a) Date of Incorporation: \_\_\_\_\_
- b) State of Incorporation: \_\_\_\_\_
- c) President's name: \_\_\_\_\_
- d) Vice President's name: \_\_\_\_\_
- e) Secretary's name: \_\_\_\_\_
- f) Treasurer's name: \_\_\_\_\_
- g) Name and address of Resident Agent: \_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

- a) Date of organization: \_\_\_\_\_



b) Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a) Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

\_\_\_\_\_  
\_\_\_\_\_

8. Have you personally inspected the site of the proposed work?

YES  NO

9. Do you have a complete set of documents, including drawings and addenda?

YES  NO

10. Did you attend the Pre-Proposal Conference if any such conference was held?

YES  NO

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

\_\_\_\_\_  
\_\_\_\_\_



- 12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

- 13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- 14. State the name of the individual who will have personal supervision of the work:

- 15. State the name and address of attorney, if any, for the business of the Offeror:

- 16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

- 17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:



18. State the name of Surety Company which will be providing the bond, and name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Bank References:

Bank	Address	Telephone

20. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

21. State the name of the firm preparing the financial statement and date thereof:

22. Is this financial statement for the identical organization named on page one?

YES     NO

23. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
(Signature)

**ACKNOWLEDGEMENT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or  DID NOT take an oath





**ATTACHMENT "E"**

**REFERENCES**

Please list government agencies and/or private firms with whom you have done business during the last five years:

**Your Company Name**

**Address**

**City State Zip**

**Phone/Fax**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name



## ATTACHMENT "F"

### VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, 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 or any state, for a violation occurring in the workplace no later than five (5) days after each 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. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

---

Authorized Signature

---

Company Name



**ATTACHMENT "G"**

**LIST OF SUBCONTRACTORS**

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
1. _____	_____	_____	_____ _____ _____
2. _____	_____	_____	_____ _____ _____
3. _____	_____	_____	_____ _____ _____
4. _____	_____	_____	_____ _____ _____
5. _____	_____	_____	_____ _____ _____
6. _____	_____	_____	_____ _____ _____





Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

(AFFIX SEAL)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety\*

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney-In-Fact\*

By: \_\_\_\_\_

\*Impress Corporate Seal



**ATTACHMENT "I"**

**CHANGE ORDER**

DATE OF ISSUANCE: \_\_\_\_\_ NO. \_\_\_\_\_

OWNER: CITY OF TAMARAC PROJECT NAME: \_\_\_\_\_  
 7525 NW 88<sup>th</sup> Avenue  
 Tamarac, FL 33321-2401

CONTRACTOR: \_\_\_\_\_ BID NO. \_\_\_\_\_

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PURPOSE OF CHANGE ORDER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$	Original Contract Time
Previous Change Order No. _____ to No. _____ \$	Net change from previous change orders
Contract Price prior to this Change Order \$	Contract Time prior to this Change Order
Net (Increase) of this Change Order \$	Net (Increase) of this Change Order
Contract Price with all approved Change Orders \$	Contract Time with all approved Change Orders

<p><b>RECOMMENDED</b></p> <p>BY _____                  Director</p> <p>Date _____</p>	<p><b>APPROVED</b></p> <p>BY _____                  City Manager</p> <p>Date _____</p>	<p><b>APPROVED</b></p> <p>BY _____                  Contractor</p> <p>Date _____</p>
---	--	--



**ATTACHMENT "J"**

**FINAL RELEASE OF LIEN BY CONTRACTOR**

**STATE OF FLORIDA:**

**COUNTY OF BROWARD:**

The undersigned contractor, under a certain contract with the City of Tamarac, dated \_\_\_\_\_, 20\_\_\_\_, in connection with the following public work:

PROJECT: \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

does hereby acknowledge receipt of the full contract price of \$ \_\_\_\_\_, as modified by change order, addenda, etc., and hereby releases and discharges all liens, lien rights, claims or demands of any kind whatsoever which the undersigned contractor now has or might have against the City of Tamarac arising out of said contract or in connection with the aforesaid public improvement.

That all claims, liens or other entitlements for labor, services, materials or supplies furnished, in connection with the aforesaid improvement have been fully paid. That an affidavit on behalf of the contractor, signed by \_\_\_\_\_, has been furnished to the City of Tamarac, as well as final releases of lien executed by all materialmen and subcontractor regardless of their tier.

IN WITNESS WHEREOF, the contractor has caused this release to be executed in its name and under its seal by its proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Corporate Secretary Signature

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Name



**FINAL RELEASE OF LIEN**

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or  DID NOT take an oath





**SAMPLE AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ (the "Contractor") to provide for City-wide Janitorial Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, Request for Proposal Document No. 06-08R, "City-wide Janitorial Services", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal 06-08R, "City-wide Janitorial Services" as issued by the City, and the Contractor's Proposal, Request for Proposal 06-08R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

**2) The Work**

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
- 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary as indicated in the bid package Bid NO. 06-08B Citywide Janitorial Services.
  - 2.1.2 Contractor shall furnish all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within the bid document.
  - 2.1.3 Contractor shall clean up and remove each day all debris and material created by the work at the contractor's expense.
  - 2.1.4 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.



- 2.1.5 Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 2.1.6 All equipment must be stored in a safe manner when not in operation. The City shall not be responsible for damage to any equipment or personal injuries caused by the Contractor's failure to safely store equipment.
- 2.1.7 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.1.8 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

### **3) Insurance**

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. The City reserves its right to select its own defense counsel. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

### **4) Time of Commencement**

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Purchase Order.



## 5) Contract Sum

The Contract Sum for the above work is (Amount for which Agreement is made) \_\_\_\_\_ (\$ ) annually for the eleven (11) city facilities listed within the bid form.

## 6) Payments

6.1 The City shall pay in full the Contract Sum to the Contractor upon completion of the work listed in Paragraph 2 of this Agreement unless the parties agree otherwise. Upon receipt of a properly executed invoice from the Contractor, the City shall pay the Contractor for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.

6.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

## 7) Waiver of Liens

Prior to payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors who worked on the project that is the subject of this Agreement.

## 8) Warranty

In the event that Contractor causes damages during the period, Contractor shall perform such steps required in Paragraph 2 of this Agreement to the affected areas of city facilities. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure.

## 9) Indemnification

9.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

9.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

**9.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

### **10) Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **11) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating



any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**12) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

**13) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14) Termination**

**14.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**14.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such



neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

### **15) Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

### **16) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

### **17) Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

### **18) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **19) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

### **20) No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



## 21) Uncontrollable Circumstances

- a. Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- b. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
- c. In the event that any City facility is closed due to uncontrollable forces as indicated in Section 21.a of this Agreement, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at the facility in an effort to restore the facility to operational status.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and. (Name of party with whom Agreement is made), signing by and through its ----- (President, Owner, C.E.O., etc.) duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Joe Schreiber, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jeffrey L. Miller, City Manager

\_\_\_\_\_  
Marion Swenson, CMC  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

\_\_\_\_\_  
Date





### CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ :

:SS

COUNTY OF \_\_\_\_\_ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this . day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.



# CITY OF TAMARAC

## Sample Citywide Janitorial Services Performance Report Card

At the start of every business day, designees will observe their respective facilities and work areas noting the overall appearance of the facility interiors. Those observations will be reported in summary fashion on this form and submitted monthly to the Facilities Supervisor or designee.

Critical issues requiring immediate attention will be reported to the Facilities Manager or designee upon discovery. Critical issues include, but are not limited to: inadequately filled dispensers, unsanitary drinking fountains, and visible dirt or dust in customer reception areas.

Performance ratings are intended to assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship. The rating scale to be used is as follows:

Performance Rating	Criteria
5 – Exceptional	Performance meets or exceeds requirements with few minor problems for which corrective actions were highly effective
4 – Very Good	Performance meets requirements with some minor problems for which corrective actions were highly effective
3 – Satisfactory	Performance meets requirements with some minor problems for which corrective actions were satisfactory
2 – Marginal	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented
1 – Unsatisfactory	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented

Performance Area: Customer Reception Areas	Exceptional → Satisfactory → Unsatisfactory				
No visible dust and dirt in reception areas	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1

Performance Area: Clean and Service Restrooms	Exceptional → Satisfactory → Unsatisfactory				
Dispensers filled and serviced daily	5	4	3	2	1
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
Bathroom and shower fixtures cleaned and sanitized daily	5	4	3	2	1

Performance Area: Trash and Recycling	Exceptional → Satisfactory → Unsatisfactory				
Trash and recycling receptacles emptied daily	5	4	3	2	1
Trash can liners replaced daily	5	4	3	2	1
Trash and recyclables separated and disposed of properly	5	4	3	2	1

Performance Area: Administrative and Office Areas	Exceptional → Satisfactory → Unsatisfactory				
No visible dirt, spots, or stains on floors, carpets, and mats	5	4	3	2	1
No visible dust and dirt in stairwells and hallways	5	4	3	2	1
No visible handprints, fingerprints, or smudges on windows	5	4	3	2	1
No visible dust and dirt in lunch rooms, break rooms, and other staff areas	5	4	3	2	1