

# **INVITATION TO BID (ITB)**



**21-06-408**

## **CITYWIDE PRESSURE CLEANING SERVICE**

**Publish Date:**

**June 20, 2021**

**Pre-Bid Conference:**

**None**

**All Questions Due:**

**June 29, 2021 by 5:00 PM**

**Bid Due and Bid Opening Date:**

**July 15, 2021 at 3:00 PM**

**Where to Deliver Bid**

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

**City of North Lauderdale, Florida  
701 SW 71st Avenue  
North Lauderdale, FL 33068  
954-722-0900**

**For**

**Public Works Department  
CITYWIDE PRESSURE CLEANING**

**Advertisement Date: June 20, 2021**

Bid documents and Addenda are available on the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org)  
and DemandStar at [www.demandstar.com](http://www.demandstar.com)

<b>ITB NUMBER:</b>	<b>21-06-408</b>
<b>ITB TITLE:</b>	<b>CITYWIDE PRESSURE CLEANING SERVICE</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>SUNDAY, June 20, 2021</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, June 21, 2021 by 12:00 PM EST</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>TUESDAY, June 29, 2021 by 12:00 PM EST</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>THURSDAY, July 1, 2021 by Close of Business</b>
<b>ITB REPOSENSE DUE DATE/TIME:</b>	<b>THURSDAY, July 15, 2021 at 3:00 PM EST</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>JULY 2021</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b>Andrew Rozwadowski Purchasing and Contracts Manager Phone: (954) 597-4776 Email: <a href="mailto:arozwadowski@nlauderdale.org">arozwadowski@nlauderdale.org</a></b>
<b>E-BID ONLY DELIVERY:</b>	<b>DemandStar E-Bidding</b>
<b>BID OPENING LOCATION:</b>	<b>City of North Lauderdale Purchasing Division 701 SW 71<sup>st</sup> Avenue, 2<sup>nd</sup> Floor North Lauderdale, FL 33068</b>

\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after Due Date and Time until confirmed by the City.

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation by local vendors. This procurement **will** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late bids will not be considered. **The DemandStar time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and



2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

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## City of North Lauderdale Map - Exhibit A

# **GENERAL TERMS AND CONDITIONS**

## **SECTION # 1**

**21-06-408**

### **CITYWIDE PRESSURE CLEANING**

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

#### **1.1 BASIC DEFINITIONS**

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

**Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

**Agreement** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**City** – The City of North Lauderdale, Florida. Also referred to as Owner.

**Contract Documents** – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), Scope of Work, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**Contractor** – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

**Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

**Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**End User (EU)** – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

**Project Manager** – The City's authorized project representative.

**Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**Unit Price Work** – Work to be paid for on the basis of unit prices.

**Written Amendment** – A written amendment of the Contract Documents, signed by the CITY



and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects

**1.2 QUALIFICATIONS OF BIDDERS**

No e-bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's ITB response.

If selected for a project, all bidders must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

**1.3 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Bid, each Bidder should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Bidders' observations with the Bid Documents; and (c) notify the Purchasing and Contracts Manager of all conflicts, errors, and discrepancies, if any, in the Bid Documents.

The Bidder, by and through the submission of and, agrees that Bidder shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

**1.4 NON-COLLUSION**

Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the

rather than strictly Work-related aspects of the Contract Documents.

bid or of any other proposer, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project.

**1.5 LEGAL CONDITIONS**

Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

**1.6 ASSIGNMENT**

The Responding firm 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. 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 its 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 who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

**1.7 EMPLOYEES**

Employees of the Responding firm shall always be under its sole direction and not an



employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

**1.8 INDEPENDENT CONTRACTOR**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful 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 any potential 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. Any potential 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.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that

the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

**1.9 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. 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 and its subcontractors shall agree to post in conspicuous places, available to its 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 all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**1.10 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.

**1.11 CONDITIONS OF MATERIALS**

All materials and products supplied by the Responding firm in conjunction with this bid shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If 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 Responding firm at no cost to the City. Successful Responding firm shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

**1.12 COPYRIGHTS OR PATENT RIGHTS**

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

**1.13 OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding firm of supplying such product(s) or service as specified.

**1.14 VENUE**

Any Agreement resulting from this solicitation 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.

**1.15 TAX EXEMPTION**

All bids must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.

**1.16 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 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. If 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 if the expenditures provided for in the Agreement have been appropriated by the City Commission of the



City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**1.17 PERFORMANCE**

Failure on the part of the submitting firm 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 Responding firm, 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.

**1.18 INSURANCE**

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as outlined in the Special Conditions before beginning work under this RFP and Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide a certificate the within the solicitation submission all certificates of insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

**The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.**

Neither Responding firm 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 Responding firm 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.

**1.19 COPIES OF SPECIFICATIONS**

After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

**1.20 DEBARMENT AND SUSPENSION**

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

Debarment or suspension of the person or entity by any federal, state, or other governmental entity;

False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.



**1.21 CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS**

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**1.22 MEASUREMENT AND PAYMENT**

Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.

**1.23 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

**1.24 GRANT FUNDED PROJECTS**

The City of North Lauderdale may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**1.25 SCRUTINIZED COMPANIES - 287.135 AND 215.473**

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing



such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

Is engaged in business operations in Syria

**1.26 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

The City of North Lauderdale encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business

Development Agency of the Department of Commerce.

**1.27 INELIGIBLE CONTRACTORS**

A Contractor may be considered ineligible to submit a bid for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

**1.28 BID PREPARATION EXPENSE**

The Bidder preparing a bid in response to this bid 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 the expense of bid preparation and/or presentation.

**1.29 BID SUBMITTAL PRICES**

All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City. Any bids containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full approval.

**1.30 E-VERIFY**

By submission of this bid, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**Definitions for this Section:**

**"Contractor"** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor,



supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"**Subcontractor**" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"**E-Verify system**" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Registration Requirement; Termination:**

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security' s E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated

immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**1.31 PUBLIC RECORDS/CUSTODIAN**

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

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



During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**701 SOUTHWEST 71<sup>ST</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056**

**[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**

# **INSTRUCTIONS TO BIDDERS**

## **SECTION # 2**

**21-06-408**

### **CITYWIDE PRESSURE CLEANING**

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

#### **2.1 CONE OF SILENCE**

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

#### **2.2 PRE-BID MEETING**

The City will not hold a pre-bid conference for this project.

#### **2.3 SUBMISSION OF THE BID**

The Responding firm is directed to submit all bids online at the webpage: [NORTH LAUDERDALE](http://NORTH LAUDERDALE) no later than the date and time specified on the 2<sup>nd</sup> page of this solicitation document. Bids will not be considered and cannot be entered online after the above-referenced closing date. The City will not be responsible for a late bid due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

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



## 2.4 PERSONAL INVESTIGATION

Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the bid will not be considered.

## 2.5 INCONSISTENCIES

Any seeming inconsistency between different provisions of the plans, specifications, Invitation to Bid or agreement, or any point requiring explanation must be inquired into by the proposer, in writing to the Purchasing Division, at least five (5) days prior to the time set for the opening bids but no later than the date specified in this Invitation to Bid for acceptance of questions. After bids are opened, the bidders shall abide by the decision of the City as to such interpretation.

## 2.6 QUESTIONS REGARDING INVITATION TO BID

It is the Contractor's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed and date listed on Page #2. All questions and/or request for clarification will be reviewed by the City, and answered in the form of an addendum, which will be released through DemandStar and the City's website. Acknowledgement of Addenda is required. Any addenda or answers to written questions supplied by the City to participating firms become part of this solicitation and the resulting Contract. Failure to complete the "Addenda Acknowledgement" form herein may result in your bid submission being deemed non-responsive.

## 2.7 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Bidder. Prospective Bidders must request from the Purchasing Division such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of the Invitation to Bid but no later than the date specified in this Invitation to Bid for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of solicitations. Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the "Addendum Acknowledgment Form" before submitting Bid.

## 2.8 FORM OF BIDS

Each e-bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks completed. Incomplete forms will be deemed as non-responsive. All forms must be submitted on the DemandStar E-Bidding submission system. The e-bid submission must be signed by one duly authorized to do so, and in case signed by a deputy

or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the e-bid submission.

## **2.9 COMPLETION OF BID DOCUMENTS**

All prices must be written on the specific form(s) provided in this Invitation to Bid. All submissions must fully cover all items for which are requested in this Invitation to Bid and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the Bidder shall state that the submission is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the solicitation.

## **2.10 CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms 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.

## **2.11 NON-COLLUSIVE AFFIDAVIT**

A Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other Bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work. The Bidder certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project. Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the bid.

## **2.12 CAUSES FOR REJECTION**

No bid will be canvassed, considered, or accepted which, in the opinion of the City is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.

## **2.13 REJECTION OF BIDS**

The City reserves the right to reject any bid if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected if there is reason to believe that collusion exists among proposers. A bid shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids; to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.



## 2.14 WITHDRAWALS

Any Firm may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be initiated and completed on DemandStar. If you need assistance with a DemandStar e-bid withdrawal, please call (206)940-0305 or email support@demandstar.com. After the expiration of the period for receiving bids, no bid can be withdrawn, modified, or explained.

## 2.15 REQUIREMENTS FOR BID SUBMITTAL

To facilitate the completeness of responses to this ITB, Responders are required to prepare their bid in accordance with the instructions outlined in this Section. Responders must respond in full to all ITB sections and follow the indicated ITB format (section numbering, and similar matters) in their bid. Failure to follow these instructions may result in rejection of the bid.

### **TAB A: FIRM QUALIFICATIONS**

1. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business, number of employees, and attach evidence of licenses and certification to perform the required services.
2. Provide the location of the office from which this work will be performed.
3. Outline the firm's experience with the specific work being requested by City. The firm should provide at least three (3) verifiable examples of similar size and scope projects they have completed, including the client's name, client contact information, description of project, project value, and date project completed.
4. Provide names and experience of sub-contractors to be used by the firm (include names, contact information, and services the individuals will provide to the City)

### **TAB B: FORMS**

The responder must attach all fully completed and executed ITB Forms for Submittal as identified in the BID SUBMITTAL CHECKLIST of this solicitation. Bidder should include any other attachments that may have been referenced in the solicitation.

## 2.16 ELECTRONIC SUBMISSIONS

**Bidders will submit one (1) complete bid package electronically through DemandStar.** Each alternative or substitute bid must be submitted separately with a complete bid package. Submit the Bid with all of the required documents before the Bid due date and time outlined on page #2 of this solicitation. Bid packages that are mailed, emailed, or faxed to North Lauderdale City Hall will not be accepted. The Bid must be submitted by e-bid on DemandStar.com. Bidder should allow ample time to set up your necessary account. The bid is under Broward County and the agency name is City of North Lauderdale. Bidders shall prepare documents in Adobe Acrobat (\*.PDF) format.

Submissions will not be accepted, after the bid's due date and time listed on page #2 has expired. If you need assistance with DemandStar, please call (206) 940-0305 or email support@demandstar.com. The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation. Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. Experience of providing similar services will be used in the evaluation of bids by the City. Failure to submit the requested information may be cause for rejection of your bid.



**2.17 CONTRACT/AGREEMENT**

The Contractor to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such Contract for execution. If the Contractor to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the Contract let to the next lowest Bidder who is reliable and responsible in the opinion of the City. Such Bidder shall fulfill every stipulation as if it were the original party to whom award was made. The Contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

**2.18 PROTESTS**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Division with attention to the Purchasing and Contracts Manager. The protest shall be submitted in writing within two (2) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in Section 3-15 Bid Protest Procedures of Chapter 3 – PROCUREMENT PROCEDURES

**2.19 OTHER GOVERNMENTAL ENTITIES**

If a Responding firm is awarded a contract because of this Invitation to Bid, responding firm will, if Responding firm has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Quotation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.



## **SCOPE OF WORK**

### **SECTION # 3**

**21-06-408**

#### **CITYWIDE PRESSURE CLEANING SERVICE**

##### **3.1 PURPOSE**

The purpose of this Invitation to Bid ("ITB") is to solicit and obtain bids from firms experienced and qualified to perform Citywide Pressure Cleaning Services as described within the Scope of Work described in the Scope of Services below.

##### **3.2 ESTIMATED NEED FOR THE CITY**

The City is estimating a need of pressure washing sidewalks, curbs, and medians throughout the City. The City is aware that one contractor may not be able to complete the pressure washing of the estimated million square feet of sidewalks and median curbs, therefore the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City. This City makes no guarantee of any quantities and plans to utilize this service as needed.

##### **3.3 CONTRACT TERM**

This contract shall be for an initial two (2) year period with one (1) additional (2) two-year renewal period totaling four (4) years. The City will develop a work schedule along with the contractor(s) in order to create a steady flow of work. The Contractor will be used on an "as-needed" basis.

##### **3.4 SCOPE OF SERVICES:**

The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation, and supervision, except as specified herein, necessary to perform pressure washing services for the City of North Lauderdale. Areas of work shall include, but will not be limited to public facilities, public right-of ways, sidewalks, gutters, curbs, medians, patios, pavers, buildings, walls, fences, parks and roofs.

- a. Contractor shall work within a schedule agreed upon with the City that is estimated to be completed throughout the contract period. Contractor shall coordinate work hours and schedules with the City's Public Works & Utilities Department.
- b. Appropriate barricades and signage shall be used while working. Areas shall be marked off and signs posted indicating areas closed to pedestrian traffic. Signs should indicate that people are working. No facility shall be cut off by the Contractor's activities on a permanent basis. All temporary interruptions of access shall be scheduled, with the concurrence of the parties affected, to hours of least interference. All equipment, apparatus or rope coils on the ground shall also be marked off with cones and signs warning pedestrian and/or traffic. Contractor shall provide all safety signs and cones. The Public Works & Utilities Department shall provide proper water for the Contractor's use where possible. Use of sanitary facilities shall be mutual constant.
- c. Approved Maintenance of Traffic (MOT) must be used as needed and approved by the government agency with jurisdiction, such as Broward County, Florida Department of Transportation (FDOT) and the City. If the government entity is other than the City, Contractor shall provide the City with a copy of the approved MOT prior to beginning work.



- d. Contractor may need to apply an OSHA approved de-greaser/cleaner/solution/etc. to prime or loosen foreign substances, however the cleaning agent used shall not damage nor destroy landscaping, building materials, roofing, and adjacent surfaces. Adhere to all manufactures instructions regarding safety, dilution rates and contact times. Include name of product and MSDS data with response.
- e. Contractor shall also be responsible for applying a Chemical application that warrants against any algae and/or mildew reappearing for a period of 6 months. The chemical components should be similar to what is used in Sodium Hypochlorite. The solution **MUST** be pre-approved by the Public Works & Utilities Department prior to use. All surfaces will be treated with this chemical compound. Biodegradable products are preferred.
- f. The nozzle pressure/tip should not be so great as to move grout or cause damage to hardscapes. Do not use a tip with a spray pattern narrower then 25°. Use wider tips for soaping or rinsing glass.
- g. If the nozzle pressure/tip of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes, and cleaners may be required to remove the materials and produce a thoroughly clean surface.
- h. All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
- i. The Contractor will preserve and protect all existing vegetation (such as trees, shrubs, plants and grass) on or adjacent to the site work which is not to be removed and does not unreasonably interfere with the work. The Contractor shall take care to avoid damage to all painted surfaces, structures, vehicles and other facilities in the areas of work, which are subject to damage during the work. Special care shall be exercised around all existing utilities. Any costs for repairs of damage shall be the responsibility of the Contractor. The Contractor shall notify the Public Works & Utilities Department immediately of any damage or deterioration of hardscape.
- j. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards. Work not meeting the criteria of the City shall be reworked within twenty-four (24) hours of notice. City personnel will use the following standards to evaluate the performance of the Contractor.
  - i. Absence of dirt, oil, tar, stains, chewing gum, bird droppings, algae and any other deposits or film which may be present on the work area.
  - ii. Protection of City property.
  - iii. Protection of the public and their respective property and safely
  - iv. Accumulated water remaining after the cleaning shall be removed completely so no puddling exists.
- k. Contractor is not expected to steam clean surfaces during regular cleaning operations.
- l. Contractor vehicles and personnel uniforms must be properly identified with Company name and logo. The Contractor shall provide experienced and knowledgeable workers with the equipment necessary to provide the services of this contract. The Contractor shall provide on-site supervision of its employees performing work under this contract.
- m. Contractor shall be responsible for collection and disposal of loose trash found in the work areas. Debris removed shall be bagged and disposed of properly.
- n. Any overgrowth on the sidewalks should be reported to the city prior to pressure washing.
- o. Glass surfaces, which may get wet as a result of cleaning operations, shall be dried immediately after the conclusion of the operation in the immediate area.



- p. Immediately following the cleaning of the hardscape areas, all materials generated by the operation shall be collected and placed in Contractor's trash containers or otherwise removed from the site.

### **3.5 MINIMUM STANDARDS OF CONTRACTOR**

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Each crewmember shall wear an identification card with a photograph or a high-visibility uniform/ safety vest that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City site. The Contractor's on-site foreman shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City and the general public. Smoking is NOT permitted in any City facility or City grounds.
- c. All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.
- d. The acceptance of work or payment for services by the City shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformity with and meet all industry standards.

### **3.6 CONTAMINATED WATER**

Only uncontaminated potable water may be used for pressure cleaning. No cleaning agents, unless approved by the City's Utility Department, or water contaminated from petroleum waste or any other hazardous waste may be allowed to flow into the surface drains. Contractor shall comply with all NPDES requirements regarding the containment of discharge into the storm drain system.

### **3.7 PROVISION OF WATER**

City will supply water at no cost. Contractor will be supplied hydrant meters that must be used at all times when filling tanks for use on City properties pertaining to this contract. Use of these hydrant meters for any other purpose is strictly forbidden. This is for tracking purposes as all city water usage must be accounted for annually.

### **3.8 PRIMARY EQUIPMENT**

The Contractor shall be fully qualified and experienced in this service and must provide with their bid a list of equipment and number of personnel available to perform these services.

### **3.9 STATEMENT OF BIDDER'S QUALIFICATIONS**

Each bidder shall submit with their bid a Contractor's Equipment and Experience Statement indicating their experience record (e.g., Municipalities in which similar work is performed) in providing the work included in this contract. The City of North Lauderdale shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract. It is understood that the Bidder shall furnish the City of North Lauderdale all such information and data for this purpose as it may request. The right is reserved



to reject any bid where an investigation of the availability evidence or information does not satisfy the City of North Lauderdale that the bidder is qualified to carry out properly the terms of the Contract. All questions in the Contractor's Equipment and Experience Statement shall be completed.

**3.10 WEATHER**

No pressure cleaning operations shall be conducted when climatic conditions would make such an operation ineffectual or dangerous. Such climatic conditions include, but are not limited to, heavy rains, heavy winds, and lightning. The City shall, at its discretion, have the right to order the suspension of pressure cleaning operations whenever, in its judgment, weather conditions are such that pressure cleaning operation cannot be carried out in an effective manner.

**3.11 SUPERVISION**

The Contractor shall provide proper daily inspection and supervision by a competent employee for the purpose of insuring that pressure cleaning is properly done in accordance with the provisions of this contract. The Contractor's Supervisor shall, at all times, make him/herself available at any place within the City limits during the regular work day or at any other times the designated area are being pressure cleaned. This should be done by telephone notice given from the City to the Contractor's Office to aid in resolving any problem matter.

**3.12 MISSED AREA PROCEDURES & PERFORMANCE**

The Public Works & Utilities Director or his designee will monitor the Contractor's work performance. All area cleaned by the Contractor must present an appearance which is completely satisfactory and within the cleanliness of the Public Works & Utilities Department. Any deficiency in the Contractor's performance shall be reported in writing to the Contractor and the Contractor shall correct such deficiencies no later than twenty-four (24) hours following receipt of such notice. In the case of continuous missed area and/or numerous citizen complaints, the Contractor may be subject to breach of contract.

**3.13 QUALITY ASSURANCE**

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

**3.14 PROTECTION OF PROPERTY**

- a. The Contractor shall at all times use all means necessary to protect property during and after service. Guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City or his/her designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- b. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.



- c. **Contractor's Vehicles:** Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing. The Contractor will be required to maintain, fully equipped service vehicles necessary to perform the services requested in the ITB.

**3.15 SERVICE HOURS**

Awarded contractor shall provide service Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at the contracted regular hourly rate.

**3.16 RELATED SERVICES**

City reserves the right to negotiate with the vendor for the purchase of related Pressure cleaning Services not specifically covered herein. City reserves the right to solicit these services from other vendors at its discretion.

**3.17 PERSONNEL**

- a. **Project Foreman.** Unless the Contractor is available as required herein, the Contractor shall provide a Project Foreman to be available during the normal hours of operation to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration, and coordination of all required services. The Contractor shall provide the name(s) and telephone(s) of the Project Foreman(s) within one week after contract award date. The Contractor shall provide written notice to the City in advance of any change of the Project Foreman. The Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement. The Project Foreman shall return all calls from the City within (2) two hours.
- b. **Alternate Project Foreman.** The Contractor shall designate at least one Alternate Project Foreman to act for the Project Foreman with the same authority during absences of the Project Foreman (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Foreman(s) within one week after contract award date. The Contractor shall provide written notice to the Director in advance of any change of Alternate Project Foreman. The Alternate Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement.
- c. **Contractor Employee Skills Required.** The Contractor's employees performing the services required by this Agreement shall have specialized training, prior work experience, or the demonstrated technical skills to fulfill the specific requirements of this Scope of Work and the Agreement.
- d. **Standards of Conduct for Contractor Personnel.** The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his employees as necessary. No Contractor employee under the influence of alcohol, drugs, or any other incapacitating agent shall be allowed on the jobsite. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the Agreement.
- e. **Personnel Uniforms.** All Contractor personnel shall wear uniforms that are clean and neat and free of wrinkles, tears, holes, frayed edges, spots, stains, body odor, and logos or graphics other than company identification patches. All uniforms should identify the name of the Contractor. Uniforms shall be clearly distinguishable from City employee uniforms.



**3.18 OTHER REQUIREMENTS OF CONTRACTOR**

- a. **Security of Contractor Owned Property.** The Contractor shall be responsible for the security of Contractor Owned Property.
- b. **Extra work.** Extra work will not be initiated without written authorization. In emergency situations, a not to exceed price may be submitted by the Contractor via e-mail for review/approval by the City. All labor shall be quoted on a “not to exceed” basis and the City will only pay for labor actually incurred.
- c. **City’s Authority.** The City authorized representative is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely with the City. In the event that the Contractor effects any such changes at the direction of any person other than the City authorized representative, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the City shall have the authority to accept/reject materials, workmanship and to make minor changes in work or schedule, not involving extra cost. When the performance of the work or completion per schedule is determined to be sub-standard, the City may (1) recommend that all or a portion of payment be withheld, and/or forfeiture for delay be assessed; and/or (2) direct the work be accomplished by either City forces or separate contractor, in order to complete the necessary work as close to schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly. The City, or its authorized representative shall decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.

**3.19 EXISTING CONTRACT WITH THE CITY**

The City does not currently have a contract for these services and has not conducted a formal solicitation for these services in the recent past.

**3.20 PAYMENTS:**

Awarded contractor may only bill as per the Fee Bid. Travel time, mobilization fees, etc., are not billable. Payment will be made after the services have been completed, accepted and property invoiced. Invoices must bear the project name, bid number and purchase order. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. All work performed under this Contract shall be subject to the inspection and approval of the Public Works & Utilities Director or their designee, before payment is made.

**3.21 INSURANCE**

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the Invitation to Bid. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide”, published by A.M. Best Guide.



Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

X \_\_\_ Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

A. Bodily Injury:

- a. Each occurrence \$1,000,000
- b. Annual aggregate \$1,000,000

B. Property Damage:

- a. Each occurrence \$1,000,000
- b. Annual aggregate \$1,000,000

C. Personal Injury:

- a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

X \_\_\_ Workers’ Compensation and Employers’ Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Contractor shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

- 1. Workers’ Compensation: Coverage A – Statutory
- 2. Employers’ Liability: Coverage B \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee



If Contractor claims to be exempt from this requirement, Contractor shall provide City proof of such exemption along with a written request for City to exempt Contractor, written on Responder's letterhead.

Yes No

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the latter of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

Yes No

If Contractor requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence. Need approval specs

Yes No

ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

**3.22 OWNER MAY STOP THE WORK/REFUSE THE PRODUCT**

If the work performed by the contractor or product delivered by the contractor is deficient, contrary to the bid documents or Contract, or the Contractor fails to perform work in such a way that the



completed work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work or return the product, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

**3.23 CUSTOMER RELATIONS**

The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

**3.24 LICENSES AND PERMITS**

The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.

**3.25 LICENSE FOR TRADES**

Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

**3.26 CONTRACTOR PERFORMANCE**

The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

**3.27 WORK BY THE CITY OR CITY'S CONTRACTORS**

The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

**3.28 ENFORCEMENT OF SPECIFICATIONS**

Copies of the specifications shall be placed in the hands of the Director of Public Works & Utilities, who shall enforce every requirement of the Contract. There will be no varying from the specifications.

**3.29 INCORPORATION BY REFERENCE**

Exhibits: A and the Sample Agreement attached hereto and referenced herein shall be deemed to be incorporated into this agreement by reference.



## **BID SCHEDULE AND PRICING FORM INFORMATION**

### **SECTION # 4**

**21-06-408**

#### **CITYWIDE PRESSURE CLEANING SERVICE**

Through submission of this bid, Bidder hereby declares that they have carefully examined the site of the proposed work, the plans and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered. The City intends to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per groups of items, whichever appears to be in the best interest of the City.

#### **Excel Form Instructions**

This solicitation uses an Electronic Price Form in the Microsoft Excel spreadsheet format as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information** in the appropriate fields. The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will auto calculate the total automatically. Bidder shall recheck all entries prior to submission to insure correct calculations. The City of North Lauderdale shall not be responsible for

Once complete, save the file and include in your electronic submission of your bid on DemandStar as part of your bid submittal.

If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4769.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract 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 ninety (90) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
  - a. Bidder has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the 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.

**BID SCHEDULE**

**Electronic Proposal Form for Pricing: CITYWIDE PRESSURE CLEANING SERVICE**

DATE:

VENDOR NAME:

VENDOR ADDRESS:

VENDOR EMAIL:

**BIDDER'S SCHEDULE OF PRICES**

Item #	Item Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Total
1	Flatwork work (Sidewalks, curbs, medians, etc.) without MOT	500,000	Square Foot		\$ -
2	Flatwork, with MOT (Maintenance of Traffic)**	500,000	Square Foot		\$ -
3	Walls and fences up to 10'	300,000	Square Foot		\$ -
4	Walls and fences up to 20'	5,000	Square Foot		\$ -
5	Walls above 20' (city will provide lift)	5,000	Square Foot		\$ -
6	Single story roof	10,000	Square Foot		\$ -
8	Chemical rust remover application	100,000	Square Foot		\$ -
9	Miscellaneous items not covered above*	100	Hour		\$ -
<b>Grand Total</b>					\$ -
*Miscellaneous hourly rate shall include the cost of workers and all necessary equipment and supplies					
**Curbs that are directly abutting sidewalks or medians shall be calculated with the sidewalk or median and charged per the square foot price of flatwork.					



## **BID SUBMITTAL CHECKLIST**

### **SECTION # 5**

**21-06-408**

#### **CITYWIDE PRESSURE CLEANING SERVICE**

In order to assure that your e-bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each Consultant. It is the Consultant's responsibility to read and understand all provisions. Include this completed checklist to verify that the referenced content is included in the submission.

**Failure to complete and return the required forms/documentation in submission may result in e-bid being non-responsive and not considered for award.**

- E-bid Submission Tabs (A and B)
- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Electronic E-bid Form for Pricing
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Drug-Free Workplace Form
- Vendor Ownership and Demographic Form
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

**\*Please check [www.demandstar.com](http://www.demandstar.com) or City website  
for addenda and changes before submitting final e-bid\***



## **REFERENCE:**

- **Exhibit A:** General Forms



**SAMPLE AGREEMENT**  
**SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, by and between:

**CITY OF NORTH LAUDERDALE**, a municipal corporation of the State of Florida with a business address of **701 SW 71<sup>ST</sup> AVENUE, NORTH LAUDERDALE, FLORIDA 33068** (hereinafter referred to as the "CITY")

and

\_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1 PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide \_\_\_\_\_ as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**

**“«Solicitation\_Title»”**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service\_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "«**Solicitation\_Type\_Abbreviation**» # «**Solicitation\_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

## ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the services as identified in Exhibit "A" attached hereto and made part hereof, for an initial two (2) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.



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

3.4 Default by CONTRACTOR: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

**ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner’s contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 Payment will be made to CONTRACTOR at:

- «Vendor\_Name»
- Attn: «Vendor\_Contact\_Title»
- «Vendor\_Address\_Line\_1»
- «Vendor\_Address\_Line\_2»

**ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the



CITY's Code of Ordinances, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

## ARTICLE 6 INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification



provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7 INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subCONTRACTOR. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subCONTRACTOR to commence work on any subcontract until all similar such insurance required of the subCONTRACTOR has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any



services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

**The City of North Lauderdale must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subCONTRACTORs similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subCONTRACTORs shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$2,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

## 7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.1 Waiver of all Rights of Subrogation against the CITY

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY

7.7.6 The City of North Lauderdale shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees



harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subCONTRACTOR in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subCONTRACTOR is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subCONTRACTORS shall maintain such policies during the term of this Agreement.

7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

8.1 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 all 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 Workers' 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, H.U.D., 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 has 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.

## **ARTICLE 9**

### **VENUE**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out



of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of this Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR’s possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**



**CITY CLERK**  
**701 SOUTHWEST 71<sup>ST</sup> AVENUE**  
**NORTH LAUDERDALE, FL 33068**  
**(954) 724-7056**  
**[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**

**ARTICLE 11**  
**MISCELLANEOUS**

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

11.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subCONTRACTORS to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee,



commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                    Ambreen Bhatti, City Manager  
                                 City of North Lauderdale  
                                 701 SW 71<sup>st</sup> Avenue  
                                 North Lauderdale, FL 33068  
                                 Telephone No.:        (954) 722-0900

Copy To:                Samuel S. Goren, City Attorney  
                                 Goren, Cherof, Doody & Ezrol, P.A.  
                                 3099 East Commercial Boulevard, Suite 200  
                                 Fort Lauderdale, Florida 33308  
                                 Telephone No.        (954) 771-4500  
                                 Facsimile No.        (954) 771-4923

CONTRACTOR        \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

11.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subCONTRACTORS are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subCONTRACTORS are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.



11.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.15 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

11.16 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.17 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local CITY, state, and federal agencies as applicable.

11.18 **Bankruptcy.** It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.19 **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 North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.20 **Uncontrollable Forces.** Neither 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.

11.20.1 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.

11.21 **Non-Discrimination & Equal Opportunity Employment.** During the performance of this Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**ATTEST:**

**CITY OF NORTH LAUDERDALE, FL:**

\_\_\_\_\_  
ELIZABETH GARCIA-BECKFORD  
CITY CLERK

By: \_\_\_\_\_  
AMBREEN BHATTY, CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
DATE

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF MANAGER

\_\_\_\_\_

\_\_\_\_\_  
TYPE/PRINT NAME OF MANAGER

(CORPORATE SEAL)

\_\_\_\_\_  
DATE



## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any