

# CITY OF DELRAY BEACH



PURCHASING OFFICE  
N.W. 1st AVENUE  
DELRAY BEACH, FL 33444

TEL: (561) 243-7161/7163  
FAX: (561) 243-7166  
[www.mydelraybeach.com](http://www.mydelraybeach.com)

## INVITATION TO BID

**RFP No. 2015-07**

### **JANITORIAL SERVICES CITY OF DELRAY BEACH FACILITIES**

**October 20, 2014**

*This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.*

**PURPOSE:** *The purpose and intent of this "Request for Proposal" is to seek competitive bids for an annual contract for "Janitorial Services" for City of Delray Beach facilities. The awarded Contractor(s) shall furnish labor, materials, and equipment necessary to complete all work as specified by the City, and have the capability to service multiple locations at any given time. and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.*

**SCOPE OF WORK:** *The City of Delray Beach, FL. (City) hereby invites qualified firms or individuals (bidders) to provide a full range of Janitorial Services to a variety of City facilities.*

**DUE DATE:** **TUESDAY, NOVEMBER 18, 2014 prior to 10:00 A.M.** at which time all bids will be publicly opened and read.

**SEALED BIDS:** *Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall in the first floor Conference Room. Bidders and the general public are invited and encouraged to attend.*

*A mandatory pre-bid conference will be held 8:00 A.M. on Wednesday, November 05, 2014 for this "Request for Proposal." The meeting will be located at City Hall – 1<sup>st</sup> Floor Conference Room, 100 N. W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444. Questions regarding this solicitation must be received in writing via fax 561-243-7166 or email to [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com).*

**There will be a walk-thru of the City buildings immediately following mandatory pre-bid meeting.**

Outside of envelope shall plainly identify bid by: **BID NUMBER, TITLE, AND DATE OF BID OPENING.** It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on/or before the closing date and hour as shown above. **RETURN ONE UNBOUND (1) ORIGINAL AND FIVE (5) COPIES and ONE (1) electronic copy (CD or THUMB DRIVE) OF ALL BID SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444. Bids time-stamped at **10:01 A.M. or later**, will not be considered for award and will be returned to the Bidder.

**DOCUMENTS AND ANY ADDENDA** are available on-line at the Demandstar website, [www.demandstar.com](http://www.demandstar.com). Demandstar offers a free single agency subscription which includes free document downloads by registering at [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp).

If you need assistance with registration, or you are a first-time registrant and need immediate download of a document, please call **(800) 711-1712**.

Bid Documents obtained from any source other than Demandstar or the City of Delray Beach Purchasing office may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents.

A Bidder who has not obtained bid documents from DemandStar or the Purchasing office will not be notified of any addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

#### **INQUIRIES:**

Questions regarding this solicitation must be directed to Purchasing, **(561) 243-7161 or 7163**, by fax to (561) 243 7166 or by email to [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com) or [dowdell@mydelraybeach.com](mailto:dowdell@mydelraybeach.com).

To ensure a timely response, inquiries should be made by Monday, **November 10, 2014 no later than 10:00 A.M.** Information in response to inquiries may be published as an Addendum.

**CITY'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by City Commission and/or the City Manager.

**AWARD:** The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

# CITY OF DELRAY BEACH

## INVITATION TO BID

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RFP No. 2015-07

### JANITORIAL SERVICES CITY OF DELRAY BEACH FACILITIES

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# GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

## SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders **MUST** complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections **MUST** be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids **MUST** be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- E. Please read the bid package in its entirety, including the language in the sample agreement. This language will not be change or modified.

2. **QUANTITIES OR USAGE:** Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

## 3. **PRICES AND PRODUCT CONSIDERATION:**

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of **ninety (90) days** from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

## 4. **DELIVERY:**

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified by the City department after receipt of purchase order.

5. **PAYMENT:**  
*Payment in full will be made AFTER all work/units have been delivered, inspected, and accepted by the City.*
6. **INSPECTIONS:**  
*An authorized representative of the City shall have the right to inspect units upon delivery for condition and completeness of order. After inspection, Bidder will correct any work/unit unacceptable; including freight charges any returning items, at no expense to the City.*
7. **BRAND NAMES:** *If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.*  
  
*Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.*
8. **QUALITY:** *All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.*
9. **SAMPLES:** *Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.*
10. **ACCEPTANCE:** *The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.*
11. **DEFAULT PROVISION:** *In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.*
12. **COPYRIGHTS OR PATENT RIGHTS:** *Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.*
13. **MANUFACTURER'S CERTIFICATION:** *The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.*
14. **SIGNED BID CONSIDERED AN OFFER:** *This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.*
15. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**
  - A. **PERMITS:** *Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.*
  - B. **LIABILITY INSURANCE:** *The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150.*

C. FIDELITY BOND (EMPLOYEE DISHONESTY BOND)

Upon contract award the contractor shall procure and maintain, for the life of this Contract/ Agreement, a Fidelity bond in the amount of **\$100,000.00 for this contract covering all employees working on City property**. This coverage shall meet all applicable state and federal laws. Thirty (30) days' notice of cancellation is required and must be provided to the City of Delray Beach via Certified Mail. Proof and ability to maintain such bond by the surety company shall be submitted to the City with their Proposal response. Failure to submit proof of bonding could result in disqualification of Proposer

D. LICENSES: Proposer's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of the bid receipt.

The proposal of any Proposer that is not fully licensed and certified shall be rejected. The successful bidder(s) shall pay a City business tax. All bidders should include a copy of their business tax receipts with their bid. All perspective bidders must be in compliance with all local, State and Federal laws. No perspective bidder may have any outstanding fines or liens placed against it by the City. If you have not provided a business tax receipt to the City of Delray Beach you **MUST** do so before a purchase order will be issued. **Contact Donna Porter @ 561-243-7209 for additional information.**

16. **SAFETY STANDARDS:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

17. **SPECIFICATIONS:**

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, **NO MATTER HOW SLIGHT**. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.
- C. The issuance of an **addendum(s)** is the only official method whereby interpretation, clarification, changes or additional information is provided by the City. It shall be the sole responsibility of each bidder, during and prior to Bid submittal to determine if addendum(s) were issued to any particular ITB and to obtain a copy of said addendum(s) from **demandstar.com** or by contacting the **Purchasing Department @ (561) 243-7161 or 7163**.

18. **AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

19. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.

20. **RENEWAL:** The City may renew the contract, at the same terms, conditions, and prices, **ONE(1)** consecutive term(s) of **TWO (2)** year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

21. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor **thirty (30) days** prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
22. **ANTI-COLLUSION:**
- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
  - B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).
23. **CONFLICT OF INTEREST:**
- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
  - B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
24. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division **(561) 243-7080**. Violations of these policies may result in cancellation/termination of the contract.
25. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin.
- Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
26. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27. **PROTEST OF AWARD / PROTEST BOND:** *Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.*

*After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure*

*Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of **five percent (5%)** of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.*

*Ord.No.291-13, Sec.35.04*

*Protest shall be addressed to:*

*City of Delray Beach  
Purchasing Manager  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444*

28. **FAILURE TO BID:** *If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.***
29. **EXCEPTIONS TO CONDITIONS (Boiler Plate 1 thru 8):** *Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.*

## INDEMNITY/HOLD HARMLESS AGREEMENT

RFP No. 2015-07

### JANITORIAL SERVICES CITY OF DELRAY BEACH FACILITIES

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

UNITED STATES SERVICE INDUSTRIES, INC  
Contractor's Name

Stephanie Nestor  
Signature

03/23/15  
Date

## **CONE OF SILENCE**

**RFP No. 2015-07**

### **JANITORIAL SERVICES CITY OF DELRAY BEACH FACILITIES**

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

**Sec. 2-355. Cone of silence.**

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

UNITED STATES SERVICE INDUSTRIES, INC  
Contractor's Name

Stephanie Nest  
Signature

03/23/15  
Date

## DRUG FREE WORKPLACE CERTIFICATION

RFP No. 2015-07

### JANITORIAL SERVICES CITY OF DELRAY BEACH FACILITIES

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

UNITED STATES SERVICE INDUSTRIES, INC

Contractor's Name

Signature

Date

03/23/15

## INSURANCE REQUIREMENTS

### A. GENERAL

*During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.*

### B. COVERAGE

*Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:*

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Premises and/or Operations.
  - c) Independent Contractors.
  - d) Products and/or Completed Operations.
  - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
  - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles.
  - c) Hired and Non-Owned Vehicles.
  - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached **"Sample of Insurance Certificate"**.

| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                                                                                                                                                      | DATE (MM/DD/YYYY) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>PRODUCER</b><br>Good Insurance, Inc.<br>P.O. Box A-1<br>Best City, USA 00000                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                              |               | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.                                                                                                                                                                                    |                                     |                                                                                                                                                                                                      |                   |
| <b>INSURED</b><br>Willing Workers Assoc.<br>ABC Drive<br>Anytown, USA 00001                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                              |               | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                                                                                                                                                                                                             |                                     | <b>NAIC #</b>                                                                                                                                                                                        |                   |
| INSURER A:<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                              |               | NAIC #:<br>NAIC #:<br>NAIC #:<br>NAIC #:<br>NAIC #:                                                                                                                                                                                                                                                                                                                                            |                                     | NAIC #:<br>NAIC #:<br>NAIC #:<br>NAIC #:<br>NAIC #:                                                                                                                                                  |                   |
| <b>COVERAGES</b><br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                                                                                                                                                      |                   |
| RISK ADJUSTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                            | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY)                                                                                                                                                                                                                                                                                                                                                             | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                               |                   |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GLP077604     | 01/01/10                                                                                                                                                                                                                                                                                                                                                                                       | 01/01/11                            | EACH OCCURRENCE \$ 500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ |                   |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                    | ALP077606     | 01/01/10                                                                                                                                                                                                                                                                                                                                                                                       | 01/01/11                            | COMBINED SINGLE LIMIT (Ea accident) \$ 300,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                              |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                               | <b>Sample</b> |                                                                                                                                                                                                                                                                                                                                                                                                |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$                                                                                                                              |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                                |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                 |                   |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br><input type="checkbox"/> OTHER                                                                                                     | WLP077606     | 03/01/10                                                                                                                                                                                                                                                                                                                                                                                       | 03/01/11                            | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000      |                   |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b><br>THIS INSURANCE APPLICABLE TO (state project)<br>*CITY OF DELRAY BEACH IS ADDITIONAL INSURED - see attached endorsement.                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                                                                                                                                                                      |                   |
| <b>CERTIFICATE HOLDER</b><br>CITY OF DELRAY BEACH<br>100 NW 1st AVENUE<br>DELRAY BEACH, FL 33444                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                              |               | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |                                     |                                                                                                                                                                                                      |                   |

ACORD 25 (2001/05)

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s)                                                       |
|---------------------------------------------------------------------------------------------------------------|
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

**Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or**  
**B. In connection with your premises owned by or rented to you.**

**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 31<sup>st</sup> day of March, 2015, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and **United States Service Industries, Inc.** (hereinafter called **CONTRACTOR**).

**WITNESSETH:**

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

**CONTRACT DOCUMENTS**

**PAGE NUMBERS**

|                                                     |         |
|-----------------------------------------------------|---------|
| Invitation to Bid                                   | 1- 2    |
| Table of Contents                                   | 3       |
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9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

**12. INSPECTOR GENERAL:** *Contractor is aware that the Inspector General of*

*Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.*

**13. FORCE MAJEURE:** *No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.*

**14.** *The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the  
day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Donald D. Nuber  
City Clerk

By:

Cary D. Glickstein, Mayor

Approved as to form:

Nuber  
City Attorney

WITNESS:

CONTRACTOR:

Livia G. Zablah

BY:

Stephanie Nester

Livia G. Zablah Payroll Supervisor  
(Print or type name and title)

STEPHANIE NESTER, CFO  
(Print or type name and title)

(SEAL)

**CORPORATE ACKNOWLEDGMENT**

STATE OF Maryland

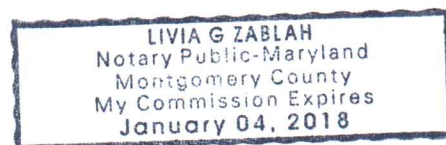
COUNTY of Montgomery

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2015, by Stephanie Foster (name of officer or agent, title of officer or agent), of United States Service Industries Inc (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her drivers license (type of identification) as identification.

Livia G. Zablah  
Signature of Person Taking  
Acknowledgment

Livia G. Zablah  
Name of Acknowledger Typed,  
Printed or Stamped



**CERTIFICATE**

(If Corporation)

STATE OF FLORIDA                     )  
                                                           ) SS  
COUNTY OF                                 )  
\_\_\_\_\_

I HEREBY CERTIFY that a meeting of the Board of Directors of UNITED STATES SERVICE INDUSTRIES, INC., a corporation under the laws of the State of

DELAWARE held on MARCH 5th, 2015, the following resolution was duly passed and adopted:

"RESOLVED", that STEPHANIE NESTOR, as CFO  
~~President~~ of the corporation, he/she is hereby authorized to execute the Agreement dated \_\_\_\_\_, 20\_\_, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 13<sup>TH</sup> day of MARCH, 2015.

Stephanie Nestor  
(Secretary)

(Seal)