

## **SECTION I - RESPONSE REQUIREMENTS**

### **1. Submission and Receipt of Responses**

- a. The City of Deerfield Beach (the "City") uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Offerors who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Offerors are strongly encouraged to read the Supplier Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for an Offeror's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b. All information submitted by Offeror shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Offerors shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.
- c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.
- d. All responses will become the property of the City of Deerfield Beach. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- e. Responses will be publicly opened in the Purchasing and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Offerors will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Offerors to check the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

### **2. Required Documents and Information**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements

stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only goods and workmanship of first quality are to be used. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, on industry standards of best practices.

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## **SECTION II - EVALUATION AND AWARD PROCEDURES**

The City of Deerfield Beach (the "City") reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

### **1. Evaluation Procedures**

- a. After the sealed Bids are opened, City staff, in consultation with the City's and CRA's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response (i) fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive), (ii.) is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrate the ability to provide good faith performance (Responsible), (iii.) Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and certification requirements, are stated in the Special Terms and Conditions.
- b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

### **2. Contract Award**

- a. Although it is the intent of the City to enter into a Contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- b. The City reserves the right to award the contract to multiply Bidders who will best serve the interest of the City and participating Co-operative Agencies. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the best value and availability of the required products and services.
- c. An award recommendation will be made by the using department director with the concurrence of the Purchasing and Contract Administration Division to the lowest, responsive and responsible Bidder able to meet the requirements of the bid specifications.
- d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

### **3. City's Exclusive Rights**

The City reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process;

- b. Accept or reject any or all qualifications statements or bids in part or in whole;
- c. Request additional information as appropriate;
- d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City; and
- e. Reject any or all submittals if found not to be in the best interest of the City.
- f. In the event of a sole Bid, City reserves the right to reject the sole Bid.

**By submitting a Bid for the requested services, all Bidders acknowledge and agree that no enforceable Contract arises until the City signs the Contract, that no action shall lie to require the City to sign such Contract at any time, and that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the City not signing such Contract.**

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### **SECTION III - GENERAL TERMS AND CONDITIONS**

#### **1. Independent Contractor**

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### **2. Subcontractors**

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. Contractors may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

#### **3. Addenda, Changes, and Interpretations**

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Last Date for Questions" as indicated in the "Tentative Schedule of Events", as may be amended by the City. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

#### **4. Multiple Responses**

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

#### **5. Omission of Details**

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only material and workmanship of first quality are to be used.

## **6. Mistakes**

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

## **7. Costs Incurred**

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

## **8. Withdrawal of Responses**

Any response may be withdrawn up until the close date and time. Any response submitted to the City and not withdrawn prior to the close date and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

## **9. Acceptance of Responses / Minor Irregularities**

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

## **10. Responsiveness**

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## **11. Responsibility**

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## **12. Bidder's Qualifications**

Bidder shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a Contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements. Bidder shall satisfy each of the following requirements cited below and failure to do so may result in the response being deemed non-responsive or rejected. **(a)** Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission. **(b)** Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not

be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

### **13. Order of Precedence**

In the event of inconsistency between provisions of this solicitation and the resulting Contract, the inconsistency shall be resolved by giving precedence in the following order: **(a)** The Contract, **(b)** Attachments, the Bidder response and Enclosures of the competitive solicitation document whether attached thereto or incorporated by reference, **(c)** Scope of Services/Work, **(e)** Special Terms and Conditions, **(f)** General Terms and Conditions.

### **14. Licenses and Certifications**

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

### **15. Insurance and Surety Bonds**

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting Contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

### **16. Legal Requirements**

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of (i) the Solicitation Documents, (ii) the quality and quantity of services to be performed and goods to be provided and (iii) the applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

### **17. Protest Procedures**

If an Offeror intends to protest a finding of Offeror's failure to qualify, or proposed award, the Offeror may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Purchasing Agent. The time stamp clock located in the Purchasing and Contracts Administration Division office shall govern when the protest was received. **(a) Protest of Failure to Qualify.** Upon notification by the City that a bidder, proposer, or responder is deemed non-responsive and/or non-responsible, the bidder, proposer, or responder who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third business day after notification (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 Purchasing and Contracts Administration Division. **(b) Protest of Award of Agreement.** After a Notice of Intent to Award an 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 Agent by close of business on the third business day after posting (excluding the day of posting) 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 Purchasing and Contracts Administration Division. **(c)** Any bidder, proposer, or responder filing a protest shall simultaneously provide a Protest Fee to the City in the form of a cashier's check or payment bond. The Protest Fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City's estimated contract price, in the City's sole opinion. If the protest is decided in the protester's favor, the entire Protest Fee shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Fee shall be forfeited to the City. The amount of the Protest Fee shall be as follows: For term contracts that provide for an annual expenditure amount, the Protest Fee shall be in the amount of: (i) \$1,000.00 for pending estimated contract awards in the annual amount of \$100,000.00 or less, or (ii) one percent of the annual amount of the pending award for estimated contract amounts that exceed \$100,000.00 per year, with a maximum deposit of \$10,000.00. For all other contracts, the Protest Fee shall be in the amount of: (i) \$1,000.00 for pending estimated contract awards in the amount of \$250,000.00 or less, or (ii) one percent of the total amount of the pending award for the estimated contract amounts that exceed \$250,000.00, with a maximum deposit of \$10,000.00 **(d)** A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission. **(e)** Any actual bidder, proposer, or responder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

#### **18. Cone of Silence**

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a Sealed Competitive Method, a Cone of Silence shall apply as follows: **(a)** A Cone of Silence shall be in effect during a Sealed Competitive Method beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Sealed Competitive Method or takes other action which ends Sealed Competitive Method. **(b)** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Sealed Competitive Method or that is subject to being evaluated or having its response evaluated in connection with a Sealed Competitive Method, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the selection committee. **(c)** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing and Contract Administration Division staff for the City. **(d)** Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the City Commission.

#### **19. Local Business Preference Program**

**(a)** The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by federal, state or city law, or funding source restriction mandates to the contrary, in the purchase of goods or general services governed by the



Procurement Code, preference shall be awarded to local businesses in the following manner. **(i)** When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the bid submitted by the nonlocal business, then such local businesses shall have the opportunity to submit, within five calendar days of notification by the Purchasing Manager, or designee, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest and best and final bid. In the case of a tie in the best and final bid between a local business and a nonlocal business, contract award shall be made to the local business. **(ii)** For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of a local vendor will adjust upward by five percent (5%). **(iii)** The determination as to whether a bidder is a local business shall be made by City staff based upon documentation submitted by the bidder at the time of bid or proposal submission as verified by staff. **(b)** This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), nor to direct acquisitions under to Section 38-116. **(c)** An eligible bidder must satisfy the criteria set forth below. The city has sole discretion in determining whether a business meets the following criteria to qualify for a local business preference under the City Code. **(i)** A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements. **(ii)** In order to qualify for local bidder preference a Bidder seeking local vendor preference shall have no history within the prior five (5) years of non-performance, delinquent fees, liens, or Code violations.

## **20. Disadvantaged Business Enterprise Program**

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. **(a)** During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the purchasing and contract administration division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes **(b)** Contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE. **(c)** For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent. **(d)** In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement. **(e)** A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related

to the disadvantaged business enterprise requirements. **(f)** For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference. **(g)** In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations. **(h)** The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

## **21. Ethics Code**

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

## **22. Public Records / Confidential Information**

**(a)** Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. **(b)** If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. **(c)** Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

## **23. Excluded Parties from the Competitive Solicitation Process**

**(a)** Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. **(b)** Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder: **(i)** 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 **(ii)** 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 **(iii)** Is engaged in business operations in Cuba or Syria.

## **24. Anti-Collusion**

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has

not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

## **25. Conflict of Interest**

**(a)** The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. **(b)** No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Vendor List and prohibition from engaging in any business with the City.

## **26. Entire Agreement**

This competitive solicitation, all attachments and exhibits, addenda, and the resulting Contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

## **27. Waiver**

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

## **28. Warranty**

**(a)** Warranty of Title - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. **(b)** Warranty of Specifications - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and suppliers, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted. **(c)** Warranty of Merchantability - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship. **(d)** Warranty of Material and Workmanship - The Successful Bidder (Contractor) warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or

warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the Contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition. **(e)** Warranty of Intellectual Property - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

### **29. Survivorship Rights**

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

### **30. Severability**

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

### **31. Venue**

The venue for any and all litigation arising out of the Contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

### **32. Service Test Period**

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the Contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the Contract.

### **33. Examination of Records**

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation. The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

### **34. Transfer of Responsibility**

Upon expiration, termination, or cancellation of the contract, the contractor shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities: **(a)** The contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or

printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach. **(b)** The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for contractor to continue providing services for such extension period.

### **35. Quantities**

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

### **36. Risk of Loss**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

### **37. Delivery**

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

### **38. Required Compliances and Regulations**

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

### **39. Safety**

(a) The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments. (b) The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) All employees on the work site and all other persons who may be affected thereby. (ii) The work and all materials and equipment incorporated therein. (iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work. (c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information: (i) The chemical name and the common name of the toxic substance. (ii) The hazards or other risks in the use of the toxic substance, including: (1) The potential for fire, explosion, corrosivity and reactivity; (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and (3) The primary routes of entry and symptoms of

overexposure. (iii) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure. (iv) The emergency procedure for spills, fire, disposal and first aid. (v) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (vi) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

#### **40. Clean-Up and Worksite Appearance**

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

#### **41. Commercial Refuse Collection**

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Contractor agrees to comply with the City's regulations addressing commercial refuse.

#### **42. Non-exclusive Agreement**

Bidder agrees and understands that any agreement entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

#### **43. Background Checks**

**(a)** In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a contractor, subcontractor, consultant or sub-consultant to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the contractor or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks. The Purchasing Manager shall include a requirement for a criminal background check for any person employed by or under contract with the contractor, sub-contractor, consultant, or sub-consultant who will do the work in or on City property that is open to the public. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The contractor shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The contractor must ensure a similar background check has been done of its subcontractors' employees who will have access to city property. **(b)** The contractor or consultant shall, at their expense, be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public. Such affidavit shall be submitted to the Contract Administrator prior to any work being performed. Contractor or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City. **(c)** If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Bidder shall not assign

the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Bidder intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire. **(d)** The City reserves the right to approve or disapprove whether the contractor's or consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder's employment of an individual outside of this contract.

#### **44. Scrutinized Companies List**

**(a)** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. **(b)** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement. **(c)** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. **d)** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **45. Default and Termination**

**(a)** Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. **(b)** Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor shall state that the contract is being terminated for the convenience of the City and shall include the termination date and extent of such termination. The Contractor shall discontinue all work on the appointed last day of service. **(c)** Cancellation for Unappropriated Funds - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law.

#### **46. Manner of Performance and Personnel**

**(a)** The Contractor shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory

performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the Owner, the Contractor shall promptly remove from the Project any Contractor employee, Subcontractor, or any other person performing Work under the Agreement. **(b)** The Contractor agrees to defend, hold harmless and indemnify the Owner and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Owner, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Owner. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination or demotion of such Contractor's personnel. **(c)** The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Agreement requirements. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Owner, should the Owner make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. **(d)** The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of Contractor shall have and wear proper identification and shall comply with any of Owner's applicable security policies and procedures while performing any Work under this Agreement. Contractor shall require each employee of its Subcontractors to have and wear proper identification, and comply with any of Owner's applicable security policies and procedures while performing any Work under this Agreement. **(e)** The Contractor shall at all times cooperate with the Owner and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

#### **47. Indemnification**

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by Contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **48. Draft Contract**

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Contract that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Contract, or a substantially similar Contract, if selected by the City to perform the Work. The final Contract may not be in the same form as the Draft Contract.

#### **49. Piggybacking**

If the Offeror is awarded a contract as a result of this competitive solicitation, Offeror may, if Offeror has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the competitive solicitation and resulting contract.



**50. Debarment**

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a Person in accordance with Section 38-124 of the City Code for the Person's **(a)** material misrepresentation or omission to the City; **(b)** breach of contract with the City; **(c)** felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.; **(d)** failure to comply with the code of silence; or **(e)** a finding of violation of the state ethics law or a county or municipal ethics ordinance.

**51. E-Verify**

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination.

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## SECTION IV - SPECIAL TERMS AND CONDITIONS

### 1. Contract Term

**(a)** Initial Term and Renewal Options - The initial contract term shall be for two (2) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract. **(b)** Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### 2. Price

**(a)** Offeror shall quote a firm, fixed price for the items listed in the "Bid Line Items" tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc. **(b)** Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made and the prices offered shall remain firm. **(c)** All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award. **(d)** Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of one hundred eighty (180) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

### 3. Price Adjustments

**(a)** Contract prices for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available one hundred twenty (120) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term. **(b)** In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry. **(c)** The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices

and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

**4. Required Licenses and Certifications**

To be considered responsive to this competitive solicitation the Offeror or any proposed sub-contractors shall possess the following licenses and certifications and provide evidence thereof with the response.

- State of Florida or Broward County or other required licenses, certifications and/or accreditations to perform the work.

**5. Permit Fees for Installation of New Overhead Doors, Grills, and Hydraulic Bi-Fold Doors**

The Contractor are responsible for all City, County, State of Florida and other agencies permit fees; the Contractor shall be responsible to incorporate all applicable permit and fees with their proposed pricing. All permit fees outside of the City control, such as taxes and County and State surcharges should be included at full costs in the submitted bid pricing. The City permit fees are to be included in the Contractors pricing at a reduced rate of 50% of the published City permit fee rates shown on the City's website.

**6. Taxes**

The Contractor shall secure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall include and pay all state and local sales, consumer and use taxes.

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## SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

### 1. General

- a. Successful Bidder shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

### 2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with X's:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office

and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
  
- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

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## SECTION VI - SCOPE OF SERVICES

### 1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Florida Governmental Purchasing Co-Operative Group with the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors for various City and Co-operative Agencies facilities. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in this ITB. Due to the Co-operative nature of this contract involving several agencies, it may be necessary to establish a multiple award contract for the products and services pertaining to this ITB.

### 2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Purchasing Co-operative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and addresses are provided below.

#### NORTHERN ZONE

##### **BROWARD SHERIFF'S OFFICE**

Estimate annual expenditure: \$25,000.00  
2601 W. Broward Blvd  
Ft Lauderdale, FL 33312  
Contact: Aurret Gil  
Phone: (954) 831-8170  
[aurret\\_gil@sheriff.org](mailto:aurret_gil@sheriff.org)

##### **CITY OF CORAL SPRINGS**

Estimate annual expenditure: \$32,000.00  
9500 W. Sample Road  
Coral Springs, FL 33065  
Contact: Nick Orcutt  
Phone: (954) 344-1103  
Fax: (954) 344-1186  
[norcutt@coralsprings.org](mailto:norcutt@coralsprings.org)

##### **CITY OF DEERFIELD BEACH**

Estimate annual expenditure: \$12,000.00  
401 SW 4<sup>th</sup> Street  
Deerfield Beach, FL, 33441  
Contact: Amirali Nilchian  
Phone: (954) 480-4315  
Fax: (954) 344-1186  
[anilchian@deerfield-beach.com](mailto:anilchian@deerfield-beach.com)

##### **CITY OF GREENACRES**

Estimate annual expenditure: \$5,000.00  
5800 Melaleuca Lane  
Greenacres, FL 33463  
Contact: Monica Powery  
Phone: (561) 642-2039  
Fax: (561) 642-2037  
[mpowery@greenacresfl.gov](mailto:mpowery@greenacresfl.gov)

##### **CITY OF LAUDERDALE LAKES**

Estimate annual expenditure: \$3,000.00  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319  
Contact: Bobbi Williams  
Phone: (954) 535-2816  
Fax: (954) 535-1892  
[bobbwi@lauderdalelakes.org](mailto:bobbwi@lauderdalelakes.org)

**CITY OF MARGATE**

Estimate annual expenditure: \$15,000.00  
5790 Margate Blvd  
Margate, FL 33063  
Contact: Spencer Shambray  
Phone: (954) 935-5341  
Fax: (954) 935-5258  
[sshambray@margatefl.com](mailto:sshambray@margatefl.com)

**CITY OF POMPANO BEACH**

Estimate annual expenditure: \$10,000.00  
1190 NE 3<sup>rd</sup> Avenue, Bldg C  
Pompano Beach, FL 33060  
Contact: Jeffrey English  
Phone: (954) 786-4098  
Fax: (954) 786-4168  
[Jeffrey.english@copbfl.com](mailto:Jeffrey.english@copbfl.com)

**CITY OF TAMARAC**

Estimate annual expenditure: \$10,000.00  
7525 NW 88<sup>TH</sup> Avenue  
Tamarac, FL 33321  
Contact: Keith Glatz  
Phone: (954) 597-3570  
Fax: (954) 597-3565  
[keithg@tamarac.org](mailto:keithg@tamarac.org)

**CITY OF WEST PALM BEACH**

Estimated annual expenditure: \$60,000.00  
1306 Allendale Rd,  
West Palm Beach FL 33405  
Contact: Jeff Rockhill  
O: 561-804-4749  
C: 561-323-3205  
[jrockhill@wpb.org](mailto:jrockhill@wpb.org)

**CITY OF PARKLAND**

Estimate annual expenditure: \$10,000.00  
6500 Parkside Drive  
Parkland, FL 33067  
Contact: Anthony Cariveau  
Phone: (954) 757-4177  
Fax: (954) 341-5161  
[acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org)

**CITY OF SUNRISE**

Estimate annual expenditure: \$20,000.00  
10770 W Oakland Park Blvd  
Sunrise, FL 33351  
Contact: Holly Raphaelson  
Phone: (954) 572-2202  
Fax: (954) 578-4809  
[hraphaelson@sunrisefl.org](mailto:hraphaelson@sunrisefl.org)

**TOWN OF PALM BEACH**

Estimate annual expenditure: \$10,000.00  
951 Old Okeechobee Road, Suite D  
West Palm Beach, FL 33401  
Contact: Dean Mealy  
Phone: (561) 227-7001  
Fax: (561) 835-4688  
[dmealy@townofpalmbeach.com](mailto:dmealy@townofpalmbeach.com)

**CITY OF NORTH LAUDERDALE**

Estimated annual expenditure: \$5,000.00  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
Contact: Andrew Rozwadowski  
Phone: 954-597-4776  
Fax: 954-597-4818  
[arozwadowski@nlauderdale.org](mailto:arozwadowski@nlauderdale.org)

**CITY OF FORT LAUDERDALE**

Estimated annual expenditure: \$95,000.00  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301  
Contact: Stefan Mohammed  
Phone: 954-828-5351  
Fax: 954-828-5576  
[SMohammed@fortlauderdale.gov](mailto:SMohammed@fortlauderdale.gov)

**SOUTHERN ZONE**

**TOWN OF DAVIE**

Estimate annual expenditure: \$15,000.00  
6951 Orange Drive  
Davie, FL 33314  
Contact: Jenna Albers  
Phone: (954) 797-1131  
Fax: (954) 797-1049  
[jalbers@davie-fl.gov](mailto:jalbers@davie-fl.gov)

**CITY OF HALLANDALE BEACH**

Estimated annual expenditure: \$10,000.00  
630 NW 2<sup>nd</sup> Street  
Hallandale Beach, FL 33309  
Contact: Andrea Lues  
Phone: (954) 457-1332  
Fax: (954) 457-1342  
[alues@cohb.org](mailto:alues@cohb.org)

**CITY OF WESTON**

Estimated annual expenditure: \$5,000.00  
2599 S. Post Road  
Weston, FL 33310  
Contact: Martha Perez-Garviso  
Phone: (954) 385-2000  
Fax: (954) 385-2610  
[mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org)

**CITY OF NORTH MIAMI BEACH**

Estimated annual expenditure: \$10,000.00  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, FL 33162  
Contact: Eugene Baer  
Phone: 305-948-2936  
Fax: 305-919-1838  
[Eugene.baer@citynmb.com](mailto:Eugene.baer@citynmb.com)

**CITY OF AVENTURA**

Estimated annual expenditure: \$5,000.00  
19200 W Country Club Drive  
Aventura, FL 33180  
Contact: Indra Sarju  
Phone: 305-466-8925  
Fax: 305-466-8939  
[sarjui@cityofaventura.com](mailto:sarjui@cityofaventura.com)



### 3. Scope of Services

- a. The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, test, and repairs to keep the overhead roll-up doors and grills, and hydraulic bi-fold doors in continuous useand efficiency for the intended purpose.
- b. The Successful Offeror shall have an established service shop in Broward County, Palm Beach County or Dade County for a minimum period of three (3) years specializing in selling and repairing of overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors.
- c. The Contractor shall provide all labor, parts and material, equipment and tools required for therepair of manual and electric powered overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors at the locations specified in the bid documents.
  - i. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of doors listed in this Invitation to Bid.
  - ii. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.
  - iii. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.
  - iv. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.
  - v. Contractor shall have communication capabilities for 24 hours per day/7 days per week.A telephone answering system will not be acceptable.
  - vi. During normal working hours the Contractor must respond on-site within two (2) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.
  - vii. The Fire Rescue Department and Police Department require emergency service and repairs 24 hours per day/7 days per week. The continuous uninterrupted and satisfactory operation of the overhead roll-up doors and grills, and hydraulic bi-fold doors is a vital factor in the ability of the Fire Rescue Department and Police Department to respond ina timely manner to their emergency calls. Due to the nature of the emergency services performed by Public Safety Agencies, the Contractor shall provide all Public Safety

facilities priority on service calls 24 hours a day/7 days per week.

- viii.** All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.
- d.** The Contractor may be required to submit a written estimate on each job if the cost of repairs exceeds two hundred dollars (\$200.00). The written estimate shall be based on the requirements of labor hours for each classification (mechanic, helper), parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours per mechanic and helper and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (30) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.
- e.** Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.
  - i.** The first hour of the service call shall only be charged once per repair i.e. after the initial service call, all subsequent half hours shall be as per the hourly rate specified on the BidSchedule pages even if the Contractor leaves the job site and returns another time to complete the job. Helper charges will only be charged when necessary. Contractor maybe requested to justify the need for a helper.
- f.** Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.
- g.** When an immediate repair is not possible, the Contractor may be requested to secure the overhead roll-up door or grill, or hydraulic bi-fold door in the closed position or to the greatest extent practical in order to protect the integrity of the facility, its occupants and contents.
- h.** In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on the expected completion time for each job.
- i.** If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.
- j.** All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any

repairs made under the manufacturer's warranty.

- k. Offerors shall provide a fixed percentage discount or mark-up for various parts and new equipment required for repairs and replacement to overhead roll-up doors and grills, and hydraulic bi-fold doors.

#### **4. Preventive Maintenance**

- a. Preventive Maintenance shall be requested by the City and Co-operative Agencies as an option in this bid. Offerors shall provide a total Lump Sum for Exhibit 1 thru Exhibit 24 as listed under Bid Line Items for overhead roll-up doors and grills, and hydraulic bi-fold doors. The City and all the other Co-operative Agencies are under no obligation to select the preventive maintenance program as part of their contract. Participation will vary from each Co-operative Agency.
- b. Offerors shall provide pricing for Exhibit 1 thru Exhibit 24 and submit them with their Response Attachments.
- c. The Successful Offeror(s) shall provide annual, semi-annual and quarterly inspection service/preventive maintenance service calls or as listed in the Bid Line Items, Exhibit 1 thru Exhibit 24.
- d. Preventive maintenance program shall include preventive and remedial maintenance, not limited to:
  - i. Adjustments
  - ii. Lubrications
  - iii. Hydraulic fluid and seals
  - iv. Replacement parts
  - v. Verification of proper calibration
  - vi. Performance of an electrical check
  - vii. Mechanical operations are consistent with applicable product specifications
- e. Contractor shall provide the City with a written report to identify any replaced parts or recommendation for replacement parts after each repair and/or inspection.
- f. Contractor shall schedule the preventative maintenance with each Co-operative Agency. The schedules will vary with each Co-operative Agency.

#### **5. Quality Control**

Contractor shall be required to establish a written quality control program to insure requirements of the contract. A list of quality control requirements are as follows:

- Record of response performance
- Total elapsed time from receipt of call to arrival at the job site.
- Number of trips required to complete each repair/installation.
- Number of mechanics and/or helpers required to complete each repair.

**6. Doors**

Contractor shall replace overhead roll-up doors with 22-gauge galvanized steel doors, and overhead sectional/slot doors with 24-gauge galvanized steel with trusses or the latest code requirements, and hydraulic bi-fold doors with 24-gauge galvanized steel. Doors shall be electrically operated and furnished with three (3) handheld remote-control units. All overhead roll-up doors and grills, and hydraulic bi-fold doors shall meet the manufacturer's specifications.

**7. Installation**

- a. All installations shall also include off-loading all items to interim locations as directed by the Contract Administrator or his/her designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set-in place, prepared and ready for use. Contractor shall remove all trash and debris to the satisfaction of the City.
- b. Any installation work that requires 120-volt electrical hook-up shall require a City permit and provide the City with proof of subcontractors State of Florida Certified Electrical Contractor License prior to any work.

**8. Warranty**

- a. Upon installation, all overhead roll-up doors, overhead sectional/slot doors and grills, and bi-fold doors shall include all parts and materials necessary for its complete operation. All products must comply with specifications in accordance with the National Fire Protection Association (NFPA). All the doors must be guaranteed for the period specified under manufacturer's warranty period. All labor and workmanship for replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of completion and acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance specification of the original equipment.
- b. The Contractor shall address unsatisfactory work within twenty-four (24) hours of notification by the Contract Administrator or his/her designee.

**9. Miscellaneous Materials, Equipment, and Parts**

- a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall not exceed \$200 per repair without the approval of the City's Contract Administrator or his/her designee. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.
- b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This

discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

**10. Service Tickets**

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

**11. Service Records**

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

**12. Authorization to Request Service and Repair**

A list of City personnel authorized to request service and repair work shall be provided to the Successful Offeror(s) prior to any work.

**13. Security**

- a. The awarded Contractor shall be required by several Co-operative Agencies to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property, including but not limited to Fire Rescue Stations, Police Departments, Utility and Water Plants. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed.
- b. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s).
- c. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.
- d. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty.
- e. The awarded Contractor shall be held responsible for complying with these procedures. Some Agencies may require the Contractor to provide preventative maintenance with (48) hours of notification by the Agency.

**14. Additions/Deletions/Changes**

The City and participating Co-operative Agencies reserve the right to add, delete, or change the Overhead Doors, Grills and Hydraulic Bi-Fold Doors requiring service and maintenance in accordance with the terms, conditions and scope of service contained in this ITB. The Contractor shall provide a credit based on the prices submitted by the Contractor when equipment is deleted. Pricing for additions shall be consistent with the prices contained in the Bid Line Items.

**15. Protection of Property**

- a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) 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 or loss immediately to the Parks Superintendent or his designee or Code Compliance.
- b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractor's payment for the City's expenses incurred to restore the property to its original condition.
- c. 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.

**16. Quality Assurance**

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

**17. Contractor's Personnel**

- a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.
- b. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- c. The Contractor's personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. The Contractor agrees that the owners of the company, or officers if a corporation, shall

be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

- d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

#### **18. Contractor's Vehicles**

- a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.
- b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logoso City staff can denote which vehicles were working at which locations during site inspections.

#### **19. Miscellaneous Materials, Equipment, and Parts**

- a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall never exceed \$200 per repair. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.
- b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.
- c. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.