



The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

**PURCHASING AND CONTRACT ADMINISTRATION DIVISION**

**REQUEST FOR PROPOSALS**

**RFP NO.: 2025-008**

**TITLE: JANITORIAL SERVICES**

**DUE DATE AND TIME: February 5, 2025, 2:00 P.M., (EASTERN STANDARD TIME)**

**INSTRUCTIONS**

Proposals must be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Proposals (RFP). Proposals will be accepted through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Due Date and Time indicated in this RFP. Bidnet Direct does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFP submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFP. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

**BROADCAST**

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) Bidnet Direct – <https://www.bidnetdirect.com/florida/cityofdelraybeach>; (b) Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; (c) Request via email [burzynskij@mydelraybeach.com](mailto:burzynskij@mydelraybeach.com)

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. Bidnet Direct is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to Bidnet Direct by contacting (800) 835-4603 (toll free) or

[support@bidnet.com](mailto:support@bidnet.com). The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the documents will prevail.

#### **CONTACT**

Any questions regarding the specifications and Solicitation process must be submitted through the "Question" feature on <https://www.bidnetdirect.com/florida/cityofdelraybeach>. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on January 24, 2025, at 5:00p.m. (EASTERN STANDARD TIME).



The City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444  
**LEGAL ADVERTISEMENT**

**REQUEST FOR PROPOSALS NO. 2025-008**  
Janitorial Services

The City of Delray Beach, Florida ("City") is seeking proposals from qualified Respondents to provide Janitorial Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposals documents are available beginning **January 7, 2025**, on the Purchasing and Contract Administration Division webpage of the City of Delray Beach website at <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>, Bidnet Direct website – <https://www.bidnetdirect.com/florida/cityofdelraybeach>; by contacting the City Purchasing and Contract Administration Division at [burzynskij@mydelraybeach.com](mailto:burzynskij@mydelraybeach.com) or by phone at 561-243-7153.

Proposals will be accepted through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this RFP. **The Due Date and Time for submission of proposals is February 5, 2025, at 2:00 p.m. (Eastern Standard Time).** Late Proposals will not be accepted. **The City will only accept electronic Proposals for this RFP.**

**The City will not hold a Pre-Proposal Conference.**

It is the responsibility of the Proposer (Respondent) to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via Bidnet Direct.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms as it deems will best serve the interests of the City.

**CITY OF DELRAY BEACH**

**SECTION 1**  
**PROJECT OVERVIEW**

- 1.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Janitorial Services (Citywide) in accordance with the terms, conditions and specifications contained in this Request for Proposal (“RFP”).
- 1.2 **TERM OF CONTRACT:**  
The Contract shall commence upon the date of the duly executed Agreement for a term of three (3) years with the option, if exercised by the City, of two (2) additional one-year renewals.
- 1.3 **METHOD OF AWARD:**  
The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement. The City will enter negotiations with the firm receiving the highest-ranking proposal score. Should negotiations fail, then the City will enter into negotiations with the next highest-ranking firm.
- 1.4 The City intends to contract a single firm for the services listed in this procurement.
- 1.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	January 7, 2025
b.	Institute Cone of Silence	January 7, 2025
c.	Non-Mandatory/Non-Mandatory Pre-Proposal Conference	N/A
d.	Deadline for Delivery of Questions	January 24, 2025
e.	Due Date and Time (for delivery of Proposals)	February 5, 2025, by 2:00 p.m., EST
f.	Technical Evaluations	TBD
g.	Oral Presentations/Interviews (if conducted)	TBD
h.	Final Evaluations	TBD

**1.6 MEETING LOCATIONS**

- City Hall Conference Room - located at 100 N.W. 1<sup>st</sup> Avenue, first floor, Delray Beach, FL.
- Swinton Operations Center- Conference Room and Training Rooms - located at 434 South Swinton Avenue, Delray Beach, FL.

END OF SECTION 1

## **SECTION 2**

### **SPECIAL TERMS AND CONDITIONS**

#### **2.1 PURPOSE**

The purpose of this Request for Proposals ("RFP") is to solicit Proposals from qualified firm(s) or individual(s) for Janitorial Services for the City of Delray Beach.

The City expects each Proposer(s) to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this Solicitation will be awarded to the Successful Proposer.

#### **2.2 ELIGIBILITY**

To be eligible to respond to this Request for Proposal and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the engagement has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

#### **2.3 RECORDS, ACCOUNTS, AND STATEMENTS**

The Successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow a certified auditor the ability to properly examine the records in order to certify a statement of the Successful Proposer's business with the City.

#### **2.4 GENERAL STANDARDS**

The Successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The Successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

#### **2.5 DEFAULT**

- a. In the event the Successful Proposer defaults in the performance of the contract, the City shall have the following options:
  - i. The City Manager will give the Successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
  - ii. The City may recover at law any and all claims that may be due to the City from the Successful Proposer.
  - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the Successful Proposer for the full cost of labor

and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The Successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the Successful Proposer in default hereunder.

## 2.6 INSURANCE

The Successful Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Manager or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Successful Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The Successful Proposer shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** – Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than One-Hundred Thousand Dollars (\$100,000) for each accident, One-Hundred Thousand Dollars (\$100,000) for each disease, and Five-Hundred Thousand Dollars (\$500,000) for aggregate disease.

- b. **COMPREHENSIVE GENERAL LIABILITY**  
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.  
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured. New certificates of insurance are to be provided to the City upon expiration.

2.7 PERFORMANCE BOND/LETTER OF CREDIT  
Intentionally Omitted

2.8 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Proposer visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Proposer is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.9 CERTIFICATIONS/LICENSES

Any Proposer who submits an offer in response to this Solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State, County or City agency/department qualifying the Proposer to perform the services described in this Solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Proposal Evaluation period.

2.10 BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the following:

- a. Alternative substitute(s) that are domestic and meet the required specifications:
  - a. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- b. Reason for exception: limited/lack of availability or price (include price):
  - a. Price of domestic product; and
  - b. Price of the non-domestic product that meets the required specification of the domestic product.

The contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American made.

2.11 METHOD OF PAYMENT: MONTHLY INVOICES

The Successful Proposer shall submit an invoice to the City, each month, after the services have been performed and have been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Proposer.

2.12 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this Contract. The Successful Proposer must perform the work with its own staff. During the performance of the Contract, the City may occasionally allow the Successful Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

2.13 OTHER FORMS OR DOCUMENTS

If the City is required by the Successful Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Successful Proposer's forms or documents.

2.14 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the Successful Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the Successful Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the Successful Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 2



### **SECTION 3**

#### **SCOPE OF SERVICES**

##### **3.1 GENERAL INFORMATION AND BACKGROUND**

The City of Delray Beach ("City") is interested in obtaining proposals from qualified Proposers to provide janitorial services to various public facilities. The scope of services consists of furnishing all labor, machines, equipment, tools, materials, and supervision necessary to perform and maintain the facilities in a neat, clean and orderly condition except as specifically detailed otherwise in this RFP.

The City intends to award a contract that will incorporate all work as identified in the Scope of Services, and other related services expected in the normal provisions of janitorial services. The City desires to contract with an experienced contractor who has a documented history of exemplary performance, reliability, adequate staffing, and who is located close enough to Delray Beach to respond quickly to emergencies and other urgent issues.

The resulting contract will be a performance-based contract. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Proposal Form. Specific tasks and the frequency of their performance are set forth below. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the City.

##### **3.2 BASIC SERVICES**

The following is a list of the basic services the City requires the selected Proposer to provide.

- a. Proposer shall employ appropriate cleaning techniques and use commercial-grade green products and equipment to ensure a first-class, professionally maintained appearance
- b. Proposer shall use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains.
- c. All surfaces will be free from soil, smudges, fingerprints, gum marks, or streaks upon completion of general cleaning.
- d. Clean, sanitize and polish building surfaces within designated facilities.
- e. Certain basic service tasks may be scheduled for performance during hours other than described, as approved by the City. Proposer will develop and provide service plans and schedules to cover all work to be performed for review and approval by City during Proposer Phase-In.
- f. Special cleaning projects such as carpet cleaning, carpet extraction, floor stripping and waxing, tile scrubbing, and window cleaning will be scheduled in advance.

- g. The City reserves the right to designate specific cleaning times for those building areas whose occupants require janitorial services be performed during a given time-period. At any time during the term of the contract, the City may give written notice to change, addition, or deletion of the cleaning times specified. Upon notification, Proposer will adjust its service plans and schedules accordingly and submit a revised schedule to the City within five (5) calendar days.
- h. With the high volume of workers and visitors utilizing the City facilities, quality services are required to maintain a first-class working environment at all times.

### 3.3 ADDITIONAL INFORMATION

To assist Proposers with the preparation of their proposals, the City has attached to this solicitation the following Exhibits.

Exhibit A:	City Facilities and Contact Person
Exhibit B:	City Facilities Schedule
Exhibit C:	Service Demand
Exhibit D:	Definitions
Exhibit E:	Technical Specifications
Exhibit F:	Cleaning Frequency
Exhibit G:	Basic Services for Delray Beach Municipal Golf Club and Lakeview Gold Club
Exhibit H:	Performance Standards
Exhibit I:	Pricing

This information is provided for informational purposes only, and while the City has made reasonable efforts to ensure the validity of the information, the City makes no claim to its accuracy.

### 3.4 CLEANING FREQUENCY

All frequencies listed in Exhibit F are considered to be minimum service levels. If increased frequencies are needed to meet the performance standards, the increased frequency will be provided at no additional cost to the City.

Tasks are to be performed per the Definitions and Technical Specifications Sections to comply with the Performance Standards Section.

If there is a discrepancy in minimum frequencies for a task listed below, the more frequent requirement is to prevail as the minimum service level.

### 3.5 PERFORMANCE STANDARDS

**This contract is a performance-based agreement. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Pricing Proposal. Specific tasks and the frequency of their performance are proposed in the Exhibit F: Cleaning Frequency.**

**These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required**

**to meet the performance specifications found in this contract. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the City.**

The City will evaluate the Contractor's performance based on whether or not Contractor achieves the minimum listed in Exhibit G: Performance Standards by tasks and surfaces/components. If a building surface/component does not comply with the listed performance standard, it will be counted as a discrepancy associated with the task that is needed to correct it.

### 3.6 COMPLIANCE WITH TASK PERFORMANCE STANDARDS

Contractor shall be required to clean each facility subject to this contract to a neat and clean condition satisfactory to the City and in accordance with the specifications, tasks and standards set forth in the contract. The City will monitor Contractor's performance under this contract using the quality control procedures specified by City. All questions of Contractor concerning the quality or acceptability of materials used, work performance, the manner of performance and progress meeting the requirements of the contract should be directed to the City.

### 3.7 PERIODIC QUALITY CONFORMANCE EVALUATION

All work performed under this contract will be inspected on a monthly basis. The inspection frequency may be adjusted as determined by the success the Contractor achieves in meeting the required quality standards for the contract tasks. The City may perform a quality conformance evaluation at any time, including if the quality of service appears to deteriorate. The City may consider discrepancy complaints documented from City staff during the preceding month when determining an inspection rating.

A quality conformance evaluation will be performed for each building covered by the contract on a monthly basis. Inspections may be more frequent, if necessary, to ensure compliance with contract specifications.

- a. All work will be assigned a numerical rating based on a five-point scale:

Inspection-Based Rating:
4.00-5.00 Rating
3.50-3.99 Rating
3.00-3.49 Rating
0.00-2.99 Rating

Three (3) consecutive monthly inspections ratings resulting in a rating of 3.0 or below, determined individually or cumulatively, may be deemed by the City, in the City's sole discretion, to be an event of default and subject to termination for non-performance under terms of the contract.

### 3.8 REMEDIES FOR NON-PERFORMANCE BY CONTRACTOR

In the event of non-performance by the Contractor, the following options are available to the City:

- a. The City may notify Contractor of nonperformance and allow the Contractor to correct such items of nonperformance within a reasonable amount of time but not to exceed twenty-four (24) hours. The City shall make no deduction for such items if they are properly corrected.
- b. If Contractor fails to promptly perform the services within the time specified by the City, not to exceed twenty-four (24) hours, or if the Contractor fails to take the necessary action to ensure future performance is in conformity with contract requirements, the City, may perform the services (by contract or otherwise) and deduct payment to the Contractor for any cost incurred by the City related to the performance of such service.
- c. If the Contractor fails to maintain schedules as approved by the City, or if in the opinion of the City, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the City may direct the Contractor, at no additional cost to the City, to revise the work schedule and/or use additional personnel to ensure completion of the work in a timely manner. The Contractor will be required to have adequate cleaning and janitorial personnel for each facility.

### 3.9 CITY RESPONSIBILITIES

The City may request Contractor to remove any employee, if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

One or more employees of the City may be designated the Contract Administrator to monitor and inspect the performance and progress of the services provided under this contract.

Any failure of the Contractor to comply with the provisions of this contract will be called to the attention of the Contractor by the Contract Administrator.

The City will make reasonable efforts to coordinate the operations and activities of the facilities to attempt to minimize interference with performance by the Contractor as covered by this contract.

### 3.10 SELECTED PROPOSER'S RESPONSIBILITY

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

The Contractor shall maintain a cellular phone contact number 24-hours a day for emergency service at no cost to the City.

The Contractor shall also maintain an active e-mail address at all times for electronic communications.

### 3.11 SUPERVISION

The selected Proposer shall provide an adequate number of trained, qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing the selected Proposer's staff.

Each Supervisor, to the satisfaction of the City, shall be capable of verbal and written communication in English and shall be able to adequately communicate with the service workers.

The City may request the selected Proposer to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

### 3.12 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

### 3.13 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

### 3.14 PROTECTION OF PROPERTY

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

### 3.15 KEY CONTROL

Keys to City facilities shall not be duplicated, and the selected Proposer shall not allow any keys to be duplicated. Any keys which become lost, missing or stolen shall be immediately reported to the City. Should any keys be lost or stolen, the cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be deducted from the selected Proposer's invoice to the City for services provided under the Contract.

### 3.16 SECURITY, IDENTIFICATION, AND BACKGROUND CHECKS

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The cost of the background check will be responsibility of the Contractor. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer who are assigned to Police Department, Fire Department, Water Treatment Facilities, and other facilities as needed. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

**NOTE: ALL PERSONNEL WILL BE SUBJECT TO BACKGROUND CHECKS BEFORE ASSIGNMENT BY THE VENDOR.**

**PERSONNEL IDENTIFIED AS A POTENTIAL SECURITY RISK WILL NOT BE ALLOWED TO WORK UNDER THIS CONTRACT AND MUST BE REPLACED BY THE CONTRACTOR WITHOUT ADDITIONAL COSTS TO THE CITY. NO EXCEPTIONS.**

### 3.17 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

### 3.18 SERVICE TEST PERIOD

If the Contractor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the Agreement, and to the City's satisfaction. Such test period can range from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the Agreement. This trial period will then become part of the initial contract period. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

### 3.19 RECORD KEEPING

The selected Proposer shall be responsible for maintaining a project site logbook or file. The logbook or file shall contain at least the following items:

- a. A copy of the Daily Work Roster / Sign in Sheet for the facility or site.
- b. MSDS/SDS for all chemicals and supplies used in the facility.
- c. Contractor's service schedule for the facilities.
- d. Copies of Contractor's completed Quality Control Inspection Reports shall be maintained.

### 3.20 STORAGE SPACE

The City will provide the Contractor a reasonable amount of storage space to store supplies and equipment used to fulfill the requirements of this contract. The Contractor shall store its supplies, materials and equipment only in the spaces designated by the City.

Space for on-site storage of supplies is limited. The Contractor must arrange for frequent replenishment of supplies to maintain stocks required. The Contractor agrees to keep storage space areas neat and clean at all times.

The Contractor will be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location. The Contractor accepts risk of loss or damage for equipment stored on City property.

Soiled, oily or wet cleaning rags shall not be stored on City property.

Contractor must at all times keep the Contractor's storage areas free from accumulation of waste materials; floors cleaned and have a fresh applicable finish; mop sinks free of scum and build up; and area must be ready for inspection at all times.

### 3.21 UNIFORMS

The selected Proposer employees will be dressed in a uniform, ensure every employee wears the appropriate uniform in a professional manner. Uniforms shall consist of a shirt or blouse or smock/vest and long pants or a dress/skirt.

### 3.22 TRAINING

It is imperative that each employee receives proper and adequate training prior to commencement of work. Untrained employees will not be permitted to perform the services specified within the contract. It will be the Contractor's responsibility to maintain evidence that employees are being properly trained. Contractor's employees utilized for project work such as stripping and refinishing floors, and overhead cleaning above eight feet, will receive additional training.

The Contractor, at its own expense, shall provide each of its employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract.

### 3.23 CHEMICAL/PRODUCTS

Product data sheets for chemicals/products to be used will be submitted to the City for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new chemical/product is intended to be used. The submittal must include the intended use of the chemical/product.

- a. Hand soap and hand sanitizer products provided must be the proper size and type for the existing dispenser(s).
- b. Paper products provided must be the proper size and type for the existing dispenser(s).
- c. Purchase/utilize only 2-ply toilet tissue.
- d. Toilet seat liners

An additional three (3) day supply is to be stored on-site and available for use by building occupants when required.

### 3.24 EQUIPMENT

The selected Proposer shall submit intended equipment listing for City approval.

- a. All equipment provided by the contractor will be new or like-new when the project begins.
- b. Contractor will be responsible for warranty and maintenance on the equipment used to perform required services.
- c. Contractor shall furnish all tools and equipment necessary for complete performance of this contract.

Contractor's equipment will include, but not be limited to safety signs, vacuum cleaners, pile lifters, floor machines for surfacing hard floors, wet-dry tank vacuum cleaners, scrubbers, buffers, portable extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, and brushes.

The City reserves the right to refuse the use of any tools or equipment it deems ineffective or harmful to surfaces and fixtures. The cost of any damage caused by defective or inferior tools and equipment or by the use of such defective or inferior tools and equipment will be deducted from the Contractor's monthly invoice.

General cleaning janitorial personnel shall be equipped with janitorial carts. The cart shall also have a receptacle for accepting the residue of waste cans and other litter or debris.

### 3.25 QUALITY CONTROL

The selected Proposer will develop and maintain a quality control program to ensure the requirements of the contract are provided as specified. The Contractor's program, at a minimum, will include a description of how each of the work standards specified will be accomplished.

The selected Proposer program must describe specific monitoring techniques for all contract services. The quality control program must also describe an inspection system that covers all the services stated in the work schedule. It must specify areas to be inspected on either a scheduled or non-scheduled basis, how often inspections will be performed, or the position of the individual(s) who will perform each inspection. The program must include a method of identifying and correcting deficiencies in the quality of services before the service becomes unacceptable.

The program should include, but not be limited to the following:

- a. A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.
- b. Contractor shall have a plan in place to periodically conduct field audits of all personnel to maintain quality standards.



- c. An inspection system covering all the services required in this document must be provided.

All questions concerning the quality acceptability of materials used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the City.

The City will schedule meetings, as needed, to include the Contractor's Project Manager and/or supervisors, for sharing weekly and/or monthly reports, problem resolutions and a facility tour.

Facility inspections will be made to compare Contractor's performance to contract specifications and procedures. The methods of inspecting may include:

- a. Random Sampling.
- b. 100% Inspection.
- c. Unscheduled Inspection.
- d. Inspections in response to customer complaints.

The City is not restricted to any certain type of inspection. The City may adopt or change inspection method(s), quality control procedures, and increase or decrease the degree of inspection based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Contractor's quality control system.

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**City of Delray Beach**  
**Janitorial Services Contract Compliance Report**

Facility: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Previous Rating: \_\_\_\_\_

Inspection Rating: \_\_\_\_\_

City Staff: \_\_\_\_\_

Facility Components		Also Known As	Number of Noted Issues	Rating
1.	Arrival/Public Access Areas			
2.	Interior Public /Service Areas			
3.	Employee/Group Work Areas			
4.	Administrative/Private Offices			
5.	Employee/Joint Uses Areas			
6.	Support/Service Areas			
7.	Specialty Areas			
8.	Restrooms			
9.	Carpet Floors			
10.	Hard Floors			
11.	Administrative Duties			
Comments:			Average Rating:	



**City of Delray Beach  
Janitorial Service Contract Compliance Report  
Rating Scale**

- A numerical rating of 5.0 signifies the condition of the space is fully in compliance with the performance standards.
- A numerical rating of 4.75 signifies the space has 1 discrepancy.
- A numerical rating of 4.50 signifies the space has 2 discrepancies.
- A numerical rating of 4.25 signifies the space has 3 discrepancies.
- A numerical rating of 4.00 signifies the space has 4 discrepancies.
- A numerical rating of 3.67 signifies the space has 5 discrepancies.
- A numerical rating of 3.33 signifies the space has 6 discrepancies.
- A numerical rating of 3.00 signifies the space has 7 discrepancies.

A numerical rating of 2.00 signifies the space has 8 or more discrepancies identified as not meeting the performance standards and requires immediate significant additional effort by the Contractor to bring the area into compliance. This rating requires an immediate written notice to Contractor that improvement is required within five (5) service days of the date of the notice.

A numerical rating of 1.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite a previous written notification. This rating requires a second immediate written notice to Contractor that improvement is required within five (5) service days of the date of the second notice.

A numerical rating of 0.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite two (2) previous written notifications. This rating requires a third written notice to Contractor that the City will be using other resources to correct the discrepancies and the cost of those other resources will be deducted from Contractor's monthly payment.

**END OF SECTION 3**

**SECTION 4  
EXHIBITS**

**4.1 EXHIBITS**

**EXHIBIT A  
CITY FACILITIES AND CONTACT PERSON**

Count	Location	Address	Contact Name	Contact Number
1	City Hall	100 NW 1st Ave.	Mike Karali	561-243-7294
2	IT Building	150 NW 1st Ave.	Don Marese	561-243-7149
3	City Attorney	200 NW 1st Ave.	Beverly Graikowski	561-243-7091
4	Economic Development	200 NW 1st Ave.	Mike Karali	561-243-6213
5	Records Storage	200 NW 1st Ave.	Anthony Burson	561-243-7052
6	Neighborhood Resource Center (NRC)	141 SW 12th Ave.	Ferline Mesidort	561-243-7282
7	Police Department	300 West Atlantic Ave.	Eddie McCabe	561-243-7632
8	Fire Station #1	501 West Atlantic Ave.	Travis Franco	561-243-7420
9	Swinton Operations Complex (SOC) - Administration	434 South Swinton Ave.	Mike Karali	561-243-7294
10	SOC - Building A	434 South Swinton Ave.	Ralph Lugo	561-243-7309
11	SOC - Building B	434 South Swinton Ave.	Mike Karali	561-243-7294
12	SOC - Building C	434 South Swinton Ave.	Harold Williams	561-243-7308
13	Water Treatment Plant	200 SW 6th St.	Zephaniah Jones	561-243-7586
14	Water Treatment Lab	200 SW 6th St.	Ed Kao	561-243-7272
15	Ocean Rescue Headquarters	340 South Ocean Blvd.	Phil Wotton	561-243-2016
16	Old School Square (OSS) - Public Restrooms	95 NW 1st Ave.	Mike Karali	561-243-7294
17	Sarah Gleason Bath House – Public Restrooms	2 South Ocean Blvd.	Mike Karali	561-243-7294
18	City Marina	159 Marine Way	Amy Hanson	561-243-7136
19	Employee Wellness Center/Human Resources	80 Depot Ave.	Alexa DeFranco	561-243-7377
20	Crest Theatre	51 N Swinton Ave.	Gina Carter	561-243-7278
21	Municipal Golf Course	220 Highland Ave.	Amy Hanson	561-243-7136
22	Lakeview Golf Course	1200 Dover Rd.	Amy Hanson	561-243-7136

**EXHIBIT B**  
**CITY FACILITIES SCHEDULE**

Count	Location	Frequency	Dates	Times
1	City Hall	5x Week	M Tu W Th F	5:00 pm – 11:00 pm
2	IT Building	5x Week	M Tu W Th F	4:00 pm – 5:00 pm
3	City Attorney	5x Week	M Tu W Th F	5:00pm – 7:00 pm
4	Economic Development	5x Week	M Tu W Th F	5:00pm – 7:00 pm
5	Records Storage	5x Week	M Tu W Th F	4:00pm – 5:00pm
6	NRC	5x Week	M Tu W Th F	5:00pm – 7:00 pm
7	Police Department – Includes Gym	7x Week	M Tu W Th F Sat Sun	Varies based upon hours of operation
8	Police Department – Includes Gym	5x Week	M Tu W Th F	Porter Service 8 hrs. / day
9	Fire Station #1	5x Week	M Tu W Th F	4:00pm – 7:00pm
10	SOC - Administration	5x Week	M Tu W Th F	6:00 pm – 9:00 pm
11	SOC - Building A	5x Week	M Tu W Th F	6:00 pm – 9:00 pm
12	SOC - Building B	5x Week	M Tu W Th F	6:00 pm – 9:00 pm
13	SOC - Building C	5x Week	M Tu W Th F	6:00 pm – 9:00 pm
1	Water Treatment Plant	5x Week	M Tu W Th F	5:00 pm – 9:00 pm
15	Water Treatment Lab	5x Week	M Tu W Th F	5:00 pm – 9:00 pm
16	Ocean Rescue Headquarters	5x Week	M Tu W Th F	4:00pm – 5:00pm
17	OSS Public Restrooms	7x Week	M Tu W Th F Sat Sun	Porter Service 8 hrs. / day
18	Sarah Gleason Bath House – Public Restrooms	7x Week	M Tu W Th F Sat Sun	Porter Service 8 hrs. / day
19	City Marina	7x Week	M Tu W Th F Sat Sun	4:00pm – 7:00 pm
20	Employee Wellness Center/Human Resources	5x Week	M Tu W Th Fr	Varies based upon hours of operation
21	Crest Theatre	7x Week	M Tu W Th Fr Sat Sun	Varies based upon hours of operation
22	Municipal Golf Course	Varies	M Tu W Th F Sat Sun	Varies based upon hours of operation
23	Lake View Golf Course	Varies	M Tu W Th F Sat Sun	Varies based upon hours of operation

**EXHIBIT C**  
**SERVICE DEMAND**

Count	Location	Usage (People)	Service Demand / Type	Building Size (To be cleaned) – Approx.
1	City Hall	>200	Employees and Public	45,000 sq. ft.
2	IT Building	<25	Employees	4,000
3	City Attorney	<25	Employees and Public	3,000
4	Economic Development	<5	Employees	605
5	Records Storage	<5	Employees	2,475
6	NRC	>25	Employees and Public	2,327
7	Police Department – Includes Gym	>200	Employees and Public	40,433
8	Fire Station #1	>100	Employees and Public	25,500
9	SOC - Administration	>25	Employees and Public	10,790
10	SOC - Building A – office areas, break areas and bathrooms/locker rooms	>50	Employees and Public	5,400
11	SOC - Building B – office areas, break areas and bathrooms/locker rooms	>50	Employees	3,000
12	SOC - Building C – office areas, break areas and bathrooms/locker rooms	<35	Employees	1,500
13	Water Treatment Plant – Control Room, Lab, Bathrooms, Lunchroom, Locker Rooms	<25	Employees	1,000
14	Water Treatment Lab (Administration) – Office areas, bathrooms	<25	Employees	3,200
15	Ocean Rescue Headquarters	>25	Employees and Public	3,200
16	OSS - Public Restrooms	>200	Public	1,400
17	Sarah Gleason Bath House – Public Restrooms	>200	Public	1,400
18	City Marina	>50	Public	745
19	Employee Wellness Center/Human Resources	>50	Employees	6,143
20	Crest Theatre		Employees and Public	4,500
21	Municipal Golf Course		Employees and Public	13,500
22	Lakeview Golf Course		Employees and Public	4,000

## EXHIBIT D DEFINITIONS

For purposes of this RFP, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The words facility and building are considered interchangeable. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

**Acceptable Quality Level:** A level of service that meets all specifications of this contract and is defect free.

**Adhered Soil:** Any foreign matter, solid or liquid, including but not limited to the following: oil, water, dried mud, adhesives or caked oil absorbent compounds.

**Bi-monthly:** Every two months.

**Bi-weekly:** Every two weeks.

**Building Surfaces:** For the purpose of this contract the use of the term building surfaces as a category of material includes all items comprising and attached to the interior building areas covered by this contract. The only items excluded from this definition are items within wall and ceiling cavities, computer monitor screens, information technology server racks, paperwork and tenants' personal items, unless the aforementioned items are specifically requested to be cleaned by someone having authority to make such a request.

**Carpet Floors:** For the purpose of this contract the use of the term carpet floors as a category of material includes all floors that are covered in carpet. This includes, but is not limited to, all carpet, broadloom carpet, carpet tile, walk-off carpet, rugs, mats and entryway systems that have carpet strips or carpet-like strips in them. These specific sub-categories may be mentioned in some instances to identify specific cleaning required for an item. If the term is used it is intended to include any and all sub-category products in that space.

**Clean:**

- a. The complete, comprehensive and thorough cleaning of any item subject to cleaning, including corners, inside, outside, top, bottom, under and over all surfaces.
- b. The absence of marks, streaks, spots, stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.
- c. The absence of stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
- d. The absence of stains and other adhered in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate spot cleaning or hot water extraction techniques.

- e. The absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
- f. The absence of dust, lint and other loose in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.
- g. The absence of odors in fabric and carpeted areas that can be eliminated by hot water extraction techniques and application of sanitizer.
- h. The absence of loose dust, dirt, lint or spider webs on any surface of any item subject to appropriate dusting or sweeping/dust mopping techniques.
- i. The absence of adhered dirt build-up on any surface of any item subject to appropriate mopping techniques
- j. The absence of tightly adhered dirt build-up on any surface of any item subject to appropriate machine or manual scrubbing techniques.
- k. The absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
- l. The absence of standing water related to janitorial services.
- m. The presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
- n. The presence of appropriate finishes applied in the appropriate manner to produce a slip resistant surface.
- o. The absence of chewing gum and other similar substances from floors, carpet, sidewalks, stairwells or any other surfaces.
- p. The absence of litter or undesirable debris that can be eliminated by appropriate policing techniques.
- q. The presence at all times of a germicidal solution to fill the drain trap and prevent the escape of sewer gas.
- r. The presence of sufficient product to last until next scheduled service.
- s. The absence of recyclables in the building. Recyclables shall be collected and removed to designated area, which shall be maintained in a neat and tidy condition.
- t. The absence of trash in the building. Trash shall be collected and removed to designated area which shall be maintained in a neat and tidy condition.
- u. The absence of soil, litter, dust, incrustation and odors in debris receptacles. They shall be cleaned as needed.



**Cleaning:** See Technical Specifications Section.

**Cleaning Products, Supplies and Materials:** All consumable and other supplies, products, materials, or any other item or article required to properly execute the terms and provisions of the contract shall be furnished by the Contractor at their sole cost and expense unless specifically indicated in the contract as being furnished by City. All cleaning supplies and materials must be approved by the City prior to being used.

**Component:** For the purpose of this contract a component is an item or category of items within the facility. Examples would be water fountains or desks.

**Corrective/Preventive Action:** Processes and plans to improve or eliminate causes of non-conformities or other undesirable situations. Corrective actions are implemented in response to customer complaints, undesired levels of internal non-conformity, contract non-compliance or other products and processes identified by the City. Preventive actions are implemented in response to the identification of potential sources of nonconformity.

**Daily:** At least once per day of service.

**Daily as Needed:** At least once per day of service when the indicated building surface is not clean.

**Damp-Wiping:** See Technical Specification Section.

**Day/Night Porter:** Day porter is assigned to a building to provide supplemental services to maintain the desired level of cleanliness consistently throughout the shift. Such tasks may be identified as policing or other additional duties as may be required at the assigned building not specifically identified in the specifications. These additional tasks will be assigned in concert with the site Contract Administrator and the tenant of the building. All immediate action calls shall be directed to the day/night porter by the Contract Administrator or their designee. The day/night porter must respond to such calls immediately. Response time shall be within ten (10) minutes.

**Debris Receptacle:** Ashtrays, urns, wastebaskets, trash containers and recycling containers.

**Deficiency:** An instance of non-compliance with a contract requirement. A defect may be caused by either nonperformance or poor performance.

**Dirt:** Any filth or soiling substances or foreign matter, solid or liquid, including mud and dust.

**Disinfecting:** See Technical Specification Section.

**Dry Compound Method:** See Technical Specification Section.

**Dust:** Fine particulate matter derived from many sources inside and outside the building. It is light enough to become airborne, so it can build up on any surface. It is often held in place by static electricity, which increases the difficulty of removal.

**Dusting:** See Technical Specification Section.

**Dusting, High:** See Technical Specification Section.

**Dusting, Low:** See Technical Specification Section.

**Dusting, Overhead:** See Technical Specification Section.

**Edging:** See Technical Specification Section.

**Embedded Soil:** Adhered soil that has penetrated into the matrix of the surface.

**Entryway Systems:** Loose rugs, loose mats, loose runners, attached walk-off carpet, imbedded metal grilles, with or without carpet inserts, etc. that are located at the entrance(s) to the building or at the entrances to areas within the building to collect dirt as people enter these areas.

**Envelope:** All areas within the floors, walls and ceiling of the interior of the building and include all items attached or not attached inside the cube of the interior building surfaces.

**Equipment:** See Equipment Specifications and Standards Section.

**Facility Area:** A portion of a building covered by this contract that has easily definable boundaries for the purpose of conducting janitorial inspections.

**Film:** A thin film coating that usually builds up over time and often is so uniform that it goes unnoticed. Air pollution is a major contributor to film formation. Film is found on infrequently cleaned toilet bowls due to foreign or impurities settling out of the tap water. Film is also found on the inside surfaces of exterior glass.

**Floor Finish:** A preparation containing wax or other sealers used to polish and preserve floors, enhance the appearance and/or provide the desired sheen.

**Grime:** Foreign matter that clings to or is embedded in a surface. It becomes embedded or built up by repeated touching or handling, such as a door handle or light switch. Careless or incomplete cleaning procedures may contribute to the development of grime.

**Grit:** Coarse particulate matter such as sand, fragments of metal and/or glass, and salt (before they absorb moisture and liquefy).

**Gum:** For the purpose of this contract the use of the term gum as a category of material includes chewing gum and any other thick, sticky substance that becomes adhered to building surfaces.

**Hard Floors:** For the purpose of this contract the use of the term hard floors as a category of material includes all floors that are not covered in carpet. This includes, but is not limited to, finished or unfinished concrete, terrazzo, ceramic tile, porcelain tile, vinyl tile, resinous flooring, linoleum flooring and epoxy flooring.

**Hazardous/Bio-Hazardous Materials:** Any bodily fluids(including but not limited to blood, feces, vomit) , wastes, substances, radiation, or materials (whether solids, liquids or gases) which are hazardous, toxic, infectious, explosive, radioactive, carcinogenic, or mutagenic; which are or become defined as a

"pollutants" "contaminants," "hazardous materials," "hazardous wastes," "hazardous sub-stances," "toxic substance," "radioactive materials," "solid wastes," or other similar designations in, or otherwise subject to regulation under, any laws; which threatens to cause a nuisance pursuant to applicable statutory or common law upon the premises or to adjacent properties; which contain polychlorinated biphenyls (PCBs), asbestos, lead-based paints, urea formaldehyde foam insulation, and petroleum or petroleum products (including, without limitation, gasoline, crude oil or any fraction thereof); or which pose a hazard to human health, safety, natural re-sources, industrial hygiene, or the environment, or an impediment to working conditions.

**HEPA Filter:** A high efficiency particulate vacuum filter which removes 99.9% of all articulates to 0.3 microns of harmful particles, including dust, mold spores, dust mites, pet dander and other troublesome allergens.

**High Traffic Areas:** Portions of the building were a large number of people pass through or work. These areas include, but are not limited to, main lobbies, secondary lobbies, vestibules and public hallways.

**Holidays:** Holidays observed by City.

**Hot Water Extraction:** See Technical Specification Section.

**Janitorial Contract Compliance Report:** A Microsoft® Excel report initiated by the Contract Administrator which documents contractor's performance at intervals determined the previous rating.

**Janitorial Worker:** An individual in a contractor's organization who performs housekeeping and janitorial tasks. This individual may also be known as a cleaner, custodian or housekeeping worker.

**Job Site:** The area within City's property lines or portions of such area that are defined within this Specification.

**Key Personnel:** The individual(s) employed by the contractor, who has the responsibility and authority for fulfilling any of the requirements of this Specification and or the associated contract document.

**Law or Laws:** Includes but is not limited to local, state, federal, or regional statutes, regulations, ordinances, rules, policies, directives, orders, demands, or other laws of whatever nature, as they now exist or may hereinafter be adopted or amended.

**Lint:** Clinging bits of fiber, hair or thread that cling to surfaces. Lint may include such things as carpet fibers, fuzz from sweaters and cobwebs.

**Litter:** Any item(s) or the remains of any activity that has been discarded, including but not limited to paper, cans and bottles. Wastepaper, branches detached from trees and shrubs, beverage containers, dead birds, and dead animals, but not be limited to.

**Loose Soil:** Any foreign particles not stuck to the surface.

**Machine Scrubbing:** See Technical Specifications Section.

**Maintenance:** The upkeep of property and the work to keep it clean and presentable according to the specifications of this Contract.

**Mopping:** See Technical Specifications Section.

**MSDS:** Material Safety Data Sheet.

**Non-public Areas:** Spaces and areas not normally used by the public, such as administrative areas, offices and conference rooms.

**OSHA:** U.S. Occupational Safety and Health Administration. OSHA is the Federal government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.

**Pile Lifting:** See Technical Specification Section.

**Policing:** See Technical Specification Section.

**Premises:** All areas designated by this contract and exhibits, including all fixtures, equipment, and other property of the City located therein as the place or places where the business of the Contractor is to be conducted.

**Project Work:** Cleaning services required by janitorial personnel other than routine or policing work. Such cleaning will include, but not be limited to, wall washing, carpet cleaning, machine scrubbing of hard floors (including restroom floors), stripping and refinishing of hard floors, spray buffing, glass cleaning, cleaning light diffusers, cleaning air conditioning and fan vents, overhead dusting, cleaning escalator steps as required, and any other cleaning as may be requested by the City.

**Proposal:** An offer submitted by a prospective vendor in response to this Request for Proposals.

**Public Areas:** Spaces and areas (sidewalks, lobbies, auditoriums, restrooms, hallways, vestibules, etc.) normally open to the public and normally used by the public.

**Quality Control (QC):** Actions taken by the Contractor or City to ensure the specifications and standards of the contract are met. A copy of the Contractor's basic quality control program shall be provided to the City with the solicitation and shall be approved by the Contract Administrator before implementation.

**Quality Control Manager:** The position in Contractor's organization that is familiar with the requirements of this contract, able to make sure all contract specifications are met and have full authority to act for the Contractor at all times to carry out the provisions of this contract.

**Recyclables:** Any material that retains useful properties that can be reclaimed after the production or consumption process, including cardboard, paper, plastics and metal containers.

**Semi-annual:** Two (2) times per year.

**Semi-monthly:** Two (2) times per month.

**Services:** All work specified to be performed by Contractor pursuant to these contract documents, includes services performed, workmanship, and material furnished or utilized in the performance of services.

**Slip Resistance:** A measurement of a floor film's coefficient of friction that provides a safe walking surface. Slip resistance is evaluated according to American Society of Testing and Materials (ASTM) methods. A coefficient of friction reading of 0.5 indicates a safe floor film.

**Specifications:** This document and its sections, attachments and exhibits, all inclusive, regardless of whether the word specification is used in the section title or not. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

**Special Floor Surfaces:** Treatment and care of special floor surfaces shall be dealt with in accordance with manufacturers specifications. New buildings, such as libraries, are utilizing custom designed flooring installations utilizing materials that may require special care to prevent damage. Contractor should take care to investigate the special requirements for floor care that may be necessary in such instances before applying treatment.

**Spinning Bonnet:** See Technical Specification Section.

**Spot Cleaning:** See Technical Specifications Section.

**Spots:** A non-uniform film or coating that is visible to various degrees depending on the angle of view.

**Spray Buffing:** See Technical Specifications Section.

**Streaks:** A non-uniform film or coating that is visible to various degrees depending on the angle of view. It is usually associated either by the use of dirty cleaning equipment or inadequate rinsing of cleaning products from the surfaces on which they are used.

**Stripping/Sealing/Refinishing:** See Technical Specifications Section.

**Supervisor:** The position in Contractor's organization that reports directly to the Project Manager to manage the day-to-day activities of the Contract.

**Sweeping:** See Technical Specifications Section.

**Trash:** Debris, litter and any item(s) or material left in the area.

**Vacuuming:** See Technical Specifications Section.

**VCT:** Vinyl Composition Tile.

**VOC:** Volatile Organic Compounds.

## **EXHIBIT E**

### **TECHNICAL SPECIFICATIONS**

#### **Blinds and Shades**

- a. Clean blinds and shades, including tapes and cords, to remove all dust, stains, soil, and smudges. Do not stain tapes or cords during cleaning.
- b. Replace blinds removed for cleaning immediately. Do not allow blinds to remain down for more than 24 hours.
- c. The blinds, tapes and cords will be free of dust, stains, soil and smudges upon completion of cleaning blinds.

#### **Building Surfaces**

- a. Clean building surfaces using clean damp cloths, sponges, scrub pads, spray bottles of green detergent solution, green glass cleaner or green cream glass cleaner to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces.
- b. Clean exterior building surfaces using hoses or pressure washers to remove adhered soil.

#### **Carpet Floors**

- a. Clean carpet, rugs, runners, mats and entryway systems per manufacturer specifications.
- b. Dry Compound Method  
Removing carpet stains using dry compound equipment and supplies which may be used as an interim method for cleaning carpets.

#### **Edging**

- a. The process of using a backpack vacuum or the tools on an upright vacuum to remove dust, bugs, loose dirt, and lint from carpet where it meets baseboards, furniture, walls or any other objects sitting on the carpet floors that cannot be easily removed.

#### **Hot Water Extraction**

- a. The process of using hot water extraction equipment to remove any undesired substance covered by this contract from carpet floors.
- b. Remove any items from the carpet floor being cleaned that can be removed.
- c. Spot clean to remove any gum.
- d. After allowing sufficient drying time, vacuum the carpet floor following a pattern that will give the carpet pile a uniform appearance.
- e. Return any items that were removed from the carpet floor being cleaned.
- f. Carpet floors will be free of litter, paper clips, staples, soil streaks, stains, spots, and embedded dirt.
- g. Certain carpet floors will require extraction more frequently than others due to different soiling rates.

#### **Spot Cleaning**

- a. The process of using hand tools or extraction equipment and the appropriate cleaning product to remove adhered soil from a small area of carpet floor.
- b. Carpet floor will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

- c. Contractor will spot clean carpet floors as they are encountered and will not wait for the Contract Administrator to point them out.

#### **Ceilings**

- a. Use green cleaning agents that will be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures.
- b. Notify the City of any ceiling tiles and/or vents that need to be replaced.

#### **Cleaning, General**

- a. The process of removing any undesired substance covered by this contract from the building surfaces on which they are found.
- b. Clean, sanitize, and polish building surfaces within designated facilities.
- c. Employ appropriate cleaning techniques and use commercial grade green products and equipment to ensure a first-class professionally maintained appearance.
- d. Use green germicidal detergent in rest rooms, locker rooms, food areas, and drinking fountains.
- e. All surfaces will be free from soil, smudges, fingerprints, gum, marks, or streaks upon completion of general cleaning.
- f. General cleaning is not spot cleaning, rather it is the cleaning of total surface areas within a building.

#### **Counters and Tables**

- a. Polish the fronts and tops of all counters with non-abrasive green product.
- b. Particular attention should be paid to the Commission Chambers, and other regularly used tables and high visibility areas.
- c. In addition, the furnishings in all reception areas should be monitored frequently because these are high traffic areas.

#### **Damp Wiping**

- a. The process of using a cloth moistened with the appropriate green cleaning product to make building surfaces free of any undesired substance covered by this contract.

#### **Disinfecting**

- a. The process of applying a green product that kills tuberculosis, hepatitis, HIV and other infectious organisms within an established period of time.
- b. All potential risk surfaces shall be cleaned using an EPA registered disinfectant spray for restrooms and other potential contaminated surfaces.

#### **Dispensers**

- a. Clean and disinfect the towel, toilet paper, toilet seat covers and soap dispensers.
- b. Upon completion of cleaning and filling dispensers, all dispenser surfaces will be clean, free of all soil and streaks, disinfected with a green germicidal detergent.

#### **Drinking Fountains**

- a. Remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets by damp wiping or hand scrubbing.
- b. Disinfect all surfaces including the orifice and drain.
- c. Remove soil and dust from air vents.

- d. The entire drinking fountain will be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris upon completion of cleaning drinking fountains.

**Dusting**

- a. The process of removing dust, loose dirt, lint and cobwebs from building surfaces in the appropriate manner to make sure the substance being removed does not become airborne.
- b. Contractor shall accomplish dusting by using treated dust cloths, treated dust tools, damp sponges, vacuums/backpack vacuums with crevice tools, brush attachments and all wall attachments.

**Dusting, High**

- a. Dusting building surfaces above the general level of a desk or countertop up to approximately 8 feet in height that can be reached from a short ladder or stool.
- b. All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.

**Dusting, Low**

- a. Dusting building surfaces from and including the general level of a desk or countertop down to floor height.
- b. All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
- c. This may require movement of furniture to reach areas under and behind furniture to include baseboards, furniture legs, etc.

**Dusting, Overhead**

- a. Dusting building surfaces above the general level of 8 feet in height up to and including the ceilings that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc.
- b. All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
- c. Use caution when cleaning delicate structures.
- d. Contractor is responsible to provide the equipment, such as large ladders, scaffolding or lifts, needed to complete this task.

**Furniture**

- a. Remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings. (Wood doors will also be considered furniture for this contract.)
- b. Vacuum all cloth upholstered furniture, including under and between cushions.
- c. Clean upholstered furniture with an approved green spot cleaner and detergent to remove soil that cannot be removed by vacuuming.
- d. Clean synthetic covered furniture with a green vinyl cleaner.
- e. All surfaces of furniture and fixtures will be free of dust, soil smears, smudges, streaks, stains, and excess polish upon completion of cleaning furniture and fixtures.

**Furniture, Upholstered**

- a. Use a hot water extractor to remove stains.



- b. Apply a soil retardant to the fabric portion of seats. Pre-test the compatibility of green chemicals with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small inconspicuous part of the fabric on the furniture.
- c. All brushing and vacuuming, both before and after extracting shall be repeated until there is no longer evidence of soil and chemical residue left in the fabric.
- d. Any areas of the fabric which are inaccessible to the equipment shall be cleaned with solution from the machine and manual scrub.
- e. Non-fabric parts of the furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.

#### **Glass, Mirrors and Window Cleaning**

- a. Glass surfaces include windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors.
- b. Glass and mirrors will be without streaks, film smudges, deposits, and stains and be uniformly bright in appearance.
- c. Adjacent surfaces will be wiped clean.
- d. Frames, casings, sills, and ledges will be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks will be removed from all adjacent surfaces such as walls, frames, casing, and trim.

#### **Gum Removal**

- a. Gum shall be removed from floors, carpet, sidewalks or any other surfaces daily with an EPA approved gum removal solvent and a putty knife or other acceptable method approved by the City. Use caution not to damage delicate building surfaces.

#### **Hard floors**

- a. Burnishing – The process of using a floor machine and pad to maintain a hard floors appearance.
- b. The process combines high speeds with a rougher floor pad texture resulting in a smooth surface that provides maximum gloss. It is not a cleaning method. It restores gloss, removes scratches, and helps maintain a smooth glossy surface. Routine recoating is a must with burnishing in order to maintain an adequate base and substrate protection. Equipment speed – High Speed 1,500 – 2,000 RPM, Ultra High Speed 2,000 – 3,000 RPM.
- c. Burnishing is a dry method of polishing a hard floor that uses a combination of heat and abrasion to give the “wet look”.

#### **Grout Cleaning**

- a. Dry sweep or vacuum area to remove any loose debris.
- b. Pre-treat the tile and grout with a non-toxic, biodegradable cleaning solution to help emulsify the soils embedded in the grout and on the surface of the tile. Let this solution dwell for 10-15 minutes.
- c. Agitate the solution into the grout lines and on the surface of the tile with a floor machine or deck brush.
- d. If stains remain, hand scrubbing and potentially more cleaning solution, should be used to remove the stain.
- e. Clean and extract any built up soils, grease and mildew from the pores of the tile and grout.

**Machine Scrubbing**

- a. The process of using a floor machine to clean floor surfaces that cannot be removed through wet mopping.
- b. Machine scrub floors using a neutral green cleaner by operating a floor machine designed for scrubbing the floor types and areas that can be reached by moving furnishings; manually scrub areas that are inaccessible with the machine.
- c. Do not leave water or scrubbing solution on the floors longer than necessary to complete the cleaning.
- d. Remove all splash marks on baseboard, furniture and other such surfaces.
- e. All floor surfaces and grout will be free of soiling, marks, stains, and free of chemical residue.

**Mopping**

- a. The process of removing soil from hardwood floors.
- b. The entire surface, including in corners and around wall projections, will be clean and free of all soil, streaks, footprints, and spots.

**Scrubbing and Recoating**

- a. A process short of stripping, used to restore floors when they become embedded with soil and have excessive scuffs, scratches and marks and then applying successive coats of floor finish to provide improved appearance and protection.
- b. The entire floor will have a uniform finish and a uniform, glossy appearance, be free of scuffmarks, heel marks, and stains upon completion.

**Spray Buffing**

- a. The process of completely removing all old finish from the floor surface and surrounding baseboards and then applying new coats of floor finish.
- b. Stripping also includes the complete removal of all marks, scuffs, and stains.
- c. The application of excessive amounts of finish will be avoided and excessive buildup of finish is not permitted.
- d. Sufficient finish will be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance.
- e. Use a liquid non-slip water emulsion type floor finish on all floor coverings cleaned according to specifications.
- f. Non-slip properties of the floor finish are especially important in public corridors, tenant spaces, and stairwells.
- g. The entire floor will have a uniform finish and a uniform, glossy appearance, be free of streaks, swirls, scuffmarks, heel marks and stains after completion.

**Sweeping**

- a. The process of removing dust, loose dirt, lint and debris from hard floors.
- b. The process can be accomplished with a broom or dust mop.

**Metal Polishing and Cleaning**

- a. Remove all tarnish, clean and polish all bright metal building surfaces.
- b. Apply metal polish by cloth to surfaces being cleaned and polished.

- c. All metal surfaces will be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and be clean and bright upon completion of polishing metal. Remove metal cleaner quickly from adjacent surfaces.

**Plumbing Fixtures**

- a. Plumbing fixtures and dispensers are free of all deposits and stains so that item is left without dust, streaks, film odor and/or stain.

**Policing**

- a. To make neat and orderly. This will include but not be limited to removing visible loose dirt, trash and debris; empty trash and recycling containers; refill restroom paper products and soap dispenser; as well as clean up spills; and take appropriate action to abate potential safety hazards.

**Recyclables**

- a. Clear trash liners are used for all areas.
- b. Empty and return all recycling containers of any type and size to their original positions.
- c. Remove bulky items such as rolls of plans or cardboard boxes that are placed by recycling containers and clearly marked for disposal.
- d. Clean spills and foreign substances from all surfaces of the recycling containers.

**Reducing Airborne Dust**

- a. Dust with a vacuum cleaner equipped with non-conductive type nozzles and brushes in areas where airborne dust cannot be tolerated, such as computer rooms, and other areas containing precious equipment.

**Sinks, Toilets and Urinals**

- a. Clean and disinfect the washbasins and sinks to be free from streaks, stains, scale, scum, soap deposits and odors.
- b. Plumbing pipes above and below counters, fixtures, faucets, and metal ware will be clean and bright and free of dirt, dust and deposits.
- c. To clean bright metal finishes in the restrooms, use soft cloth only, there will be absolutely no use of paper towels or scrubbing pads to clean metal finishes such as faucets, flush valves or soap dispensers.

**Sink, Toilets and Urinals – Descaling**

- a. For daily cleaning, use a non-acid type of green bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the inside of toilet bowls and urinals.
- b. Any damage to surface finishes caused by Contractor or its employees shall be replaced or repaired at Contractors expense.

**Spot Cleaning**

- a. Spot clean is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits.
- b. Surfaces shall be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

**Trash**

- a. Clear trash liners are used for all areas.
- b. Empty and return all trash containers of any type to their original positions.
- c. Remove bulky items that are placed by trash containers and clearly marked as trash.
- d. Clean spills and foreign substances from all surfaces of the trash containers.
- e. Replace plastic bag liners in all trash containers after each servicing.
- f. Clean up any spill or litter generated by Contractor work operations.
- g. A clean, new trash can liner will be placed in the container; and all trash will be placed into the designated dumpster upon completion of trash removal.
- h. Empty and wipe all wastebaskets and outside ashtray receptacles with a green chemically treated or damp cloth. If wastebaskets become unduly soiled, they must be washed.
- i. Contractor shall furnish plastic liners for trash containers.

**Vacuuming**

- a. The process of using an upright vacuum to remove any loose substance covered by this contract from carpet floors.
- b. The carpet floors will be free from all detectable dust, soil, embedded grit and litter.

**EXHIBIT F**  
**CLEANING FREQUENCY**

<b>DAILY:</b>
Vacuum Carpets and Mats
Sweep and mop tile floors, disinfect as needed.
Empty trash containers, new liners as needed, dispose of in the dumpster.
Empty recycle containers, new liner as needed, dispose of in recycle area.
Empty inside and outside trash containers, new liners as needed.
Dust & wipe all visible surfaces.
Clean door and window glass.
Clean and sanitize sinks, counters, toilets & seat, urinals (inside and outside)
Restock paper goods, soaps, deodorizers as needed.
Polish chrome, dispensers, mirrors.
Clean and sanitize showers.
Clean sinks, counter tops, & tables.
Clean the outside of the soda & snack machines.
Clean visible exterior of refrigerators & microwaves.
Clean interior microwaves.
Clean & disinfect water fountains.
<b>WEEKLY:</b>
Clean and dust all air condition vents.
Clean all inside windows that are accessible.
<b>MONTHLY:</b>
Meeting with the Deputy Director of Public Works

AS REQUESTED:
Hot Water Extraction (Deep Carpet Cleaning)
Strip, wax and buff all tile floors.

**EXHIBIT G**  
**Basic Services for Delray Beach Municipal Golf Club and Lakeview Golf Club**

The following is a list of the basic services the City requires the selected Proposer to provide for the **Delray Beach Municipal Golf Club**.

**Lobby and Common Area:**

3 times a week	Sweep and mop all hard surface floors and baseboards
3 times a week	Vacuum all carpeted areas
2 times a week	Wipe clean all furniture and fixtures
2 times a week	Clean glass on entrance doors and all doors to individual rooms
2 times a week	Low Dusting
3 times a week	Clean exterior entrance removing debris, trash, and cigarettes
3 times a week	Remove debris from planters – On sight.
2 times a week	High dusting (over six feet)
As Needed	Clean A/C Vents
As Needed	Clean chandeliers as needed
As Needed	Spot clean windows
On-sight	Remove cobwebs

**Office area:**

Daily	Empty all trash receptacles and remove garbage to designated area
1 time a week	Vacuum all carpeted areas, including under desks and chairs
1 time a week	Dust and wipe clean all windowsills, fixtures, furniture, and office equipment
1 time a week	Spot clean windows
As Needed	Clean A/C vents
On-Sight	Remove cobwebs

**Dining/Banquet Rooms:**

1 time a week except after scheduled events	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas
1 time a week except after scheduled events	Dust and wipe clean all windowsills and fixtures
1 time a week except after scheduled events	Spot clean windows
1 time a week except after scheduled events	Clean A/C vents
As Needed	Clean all chandeliers
On-Sight	Remove cobwebs

**Kitchen and Gallery:**

Daily	Sweep, mop and degrease floors; paying special attention to hard-to-reach areas and under all equipment
Daily	Remove trash to designated area

**Bar area:**

Daily	Remove bar mats, sweep and mop floors; Paying special attention under counters, using a degreaser
Daily	Clean bar mats and replace when dry three (3) times per week; Wipe down and clean bar counter
Daily	Gather all trash and dispose in designated area; wash trash containers when as needed
Daily	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas; Extra attention given to area under foot rail along the bar
Daily	Clean tables; including bases and chair legs

**Locker rooms / restrooms:**

Daily	Sweep, wash and disinfect all floors, including hard to reach areas; including behind doors and toilets
Daily	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out
Daily	Wash and polish all mirrors, bright work, shelves, cabinets, and dispensers
Daily	Wash, disinfect and dry all toilet seats
Daily	Empty all waste receptacles and sanitary napkin receptacles to designated area; wash when needed
Daily	Clean and sanitize shower walls, floors and fixtures
Daily	Clean, sanitize and replace floor mats
As Needed	Dust and wipe clean lockers and polish other woodwork
As Needed	Vacuum all carpeted areas
As Needed	Clean A/C vents
As Needed	Refill all toilet tissue, towel and soap dispensers as required with furnished supplies
On-sight	Remove cobwebs on sight

**Patio:**

Daily	Wipe tables and chairs; using sanitizing solution
Daily	Sweep patio
Daily	Clean ceiling fans; including top of fan
Daily	Hose down patio and squeegee dry
Daily	Remove and dispose of all trash; including cigarettes from disposal
Daily	Remove insect webs and nests from covered patio area
Monthly	Clean water fountain; including disinfecting



**Pro Shop:**

Daily	Empty all trash receptacles and remove garbage to designated area
1 time a week	Sweep/vacuum floors including under desks and chairs
1 time a week	Dust and wipe clean all windowsills, fixtures, furniture, and office equipment
1 time a week	Spot clean all windows
As Needed	Clean A/C Vents
On-Sight	Remove cobwebs

**Pro Shop Restroom:**

Daily	Sweep, wash and disinfect all floors, including hard to reach areas, including behind doors and toilets
Daily	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out

**Special Services:**

Windows	All windows to be clean inside and out; One time per month
Carpets	**Spots to be removed on sight - DAILY

The following is a list of the basic services the City requires the selected Proposer to provide for the **Lakeview Golf Course**.

**Lobby, Common Area, Kitchen and Office:**

3 times a week	Sweep and mop all hard surface floors
3 times a week	Vacuum all carpeted areas
2 times a week	Wipe clean all furniture and fixtures
2 times a week	Clean glass on entrance doors and all doors to individual rooms
2 times a week	Low Dusting
2 times a week	High dusting (over six feet)
As Needed	Clean A/C Vents
As Needed	Clean fans as needed
As Needed	Spot clean windows
On-sight	Remove cobwebs

**Restroom:**

3 times a week	Sweep, wash and disinfect all floors, including hard to reach areas, including behind doors and toilets
3 times a week	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out

**Additional Information for Delray Beach and Lakeview Golf Clubs**

The Contractor shall be responsible for semi-annual whole facility carpet cleaning. All carpets throughout the facility must be cleaned twice a year. City recommends that carpet cleaning take place (based City event schedule) sometime around October/November and then again after season, May/June.

**EXHIBIT H**  
**PERFORMANCE STANDARDS**

Task	Surface	Standard
1. Vacuum	Carpets and mats	Absence of dust, lint and other loose in-fiber accumulation.
2. Sweeping	Tile floors	Absence of loose dirt, dust, lint or spider webs.
3. Mopping	Hard Floors	Absence of adhered dirt build up.
4. Disinfecting	Building Surfaces	The absence of infectious organisms, which is achieved by applying a green cleaner that kills them.
5. Empty Trash Containers	All Trash containers in offices and other areas in buildings.	Empty trash containers and replace with new liners as needed. All full garbage bags will be disposed of in dumpsters.
6. Empty Recycle Containers	All recycle containers in offices and other areas in buildings.	Empty recycle containers and replace with new liners as needed. All full recycling bags will be disposed of in the recycling area.
7. Empty Outside Trash Containers	All trash containers located outside of buildings	Empty outside trash containers and replace with new liners as needed. All full bags of outside garbage bags shall be placed in dumpsters.
8. Dusting	High	Absence of loose dust, dirt, lint, or spider webs on any surface of any item above the general level of a desk or countertop up to approximately 8 feet in height that can be reached from a short ladder or stool.
9. Dusting	Low	Absence of loose dust, dirt, lint, spider webs or litter on any item from and including the general level of a desk or countertop down to floor height.
10. Dusting	Overhead	The absence of loose dust, dirt, lint or spider webs on any surface of any item above 8 feet in height.
11. Cleaning Door and Window Glass	All windows and door glass located on premises.	All windows and door glass shall be clean and free of streaks.
12. Clean and sanitize all restrooms.	Sinks, counter tops, toilet and seat, urinals (inside and outside)	The absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of streaks, soil, or other residue.
13. Clean and sanitize all showers	All showers located in City Facilities	The absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet

		cleaning techniques. Absence of any streaks, soil, or other residue.
14. Clean sinks, countertops, and tables.	All breakrooms located in City facilities.	The absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of any streaks, soil, or other residue.
15. Filling	Paper dispensers, soap dispensers, and urinal screens located in facilities.	Presence of sufficient products to last until the next scheduled service.
16. Polishing chrome surfaces and mirrors.	All bright metal	Absence of marks, streaks, spots, and stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.
17. Clean outside of vending machines.	All soda and snack machines located in City buildings.	Absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of any streaks, soil, or other residue.
18. Clean visible exterior of refrigerators and microwaves	All refrigerators and microwave located in City break rooms	Absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of any streaks, soil, or other residue.
19. Clean interior of microwaves	All microwave interiors located in City breakrooms	Absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of any streaks, soil, or other residue.
20. Clean and disinfect	All water fountains located in City Facilities	Absence of any surface marks including fingerprints, spills, or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of any streaks, soil, or other residue.
21. Dusting	All air conditioner vents in City Facilities	The absence of loose dust, dirt, lint or spider webs on all air conditioning vents.
22. Cleaning	All air conditioner vents in City Facilities	Clean all air conditioning vents with a damp cloth to eliminate residual dirt and stains.
23 Deep Cleaning all Carpets	All carpet surface in City facilities	Use a dry compound to remove any stains as well as appropriate cleaning solutions to deep clean all carpeted surfaces.
24. Filling	Floor Drains	Presence at all times of a green germicidal

		product to fill the drain traps and prevent the escape of sewer gas.
25. Grout Cleaning	Hard Floors	Absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.

26.	Contractor floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals are Green and compatible and/or by the same contractor.
27.	Contractor chemicals on – site are in original containers and solution and spray bottles are safety containers.
28.	Contractor germicidal products bear the Environmental Protection Agency Registration number and kills the MRSA Virus.
29.	Contractor labels delicate/fragile items as such, necessary precautionary warning labels are affixed, and manufacturer labels are affixed to containers, solution and spray bottles.
30.	Contractor floor finishes, seals, spray buff solutions and other such chemicals applied to hard floors have a .5 ASTM slip coefficient or better.
31.	Contractor has functional, safe and clean janitorial equipment.
32.	Contractor has functional, safe and clean janitorial storage areas.
33.	Contractor has and uses color coded mops, towels, etc. to avoid cross-contamination between restrooms and other areas.
34.	Contractor has extra paper and janitorial product quantities on-site that are adequate to prevent depletion of these supplies in the facility before the next routine cleaning.
35.	Contractor communicates effectively with the City.
36.	Contractor communicates effectively with its sub-contractors.
37.	Contractor reports maintenance issue promptly to the City.
38.	Contractor responds to request for service with 24 hours.
39.	Contractor follows sign-in and sign-out procedures.
40.	Contractor has and follows its Quality Control Inspection Process.
41.	Contractor follows service schedules.
42.	Contractor maintains a MSDS/SDS Logbook on-site.
43.	Contractor maintains a current Quality Control Inspection Log on-site.
44.	Contractor's employees wear uniforms with their company name on them.
45.	Contractor's employees wear their issued contractor ID's.
46.	Contractor leaves doors locked and unlocked as required.
47.	Contractor activates security alarms as applicable.
48.	Contractor turns off all lights except those required to stay on.
49.	Contractor uses all Green chemicals in the correct method and in the correct areas.

**EXHIBIT I  
PRICING**

Count	Location	Frequency	Dates	Pricing
1	City Hall	5x Week	M Tu W Th F	\$
2	IT Building	5x Week	M Tu W Th F	\$
3	City Attorney	5x Week	M Tu W Th F	\$
4	Economic Development	5x Week	M Tu W Th F	\$
5	Records Storage	5x Week	M Tu W Th F	\$
6	NRC	5x Week	M Tu W Th F	\$
7	Police Department – Includes Gym	7x Week	M Tu W Th F Sat Sun	\$
8	Police Department – Includes Gym (Day Porter)	5x Week	M Tu W Th F	\$
9	Fire Station #1	5x Week	M Tu W Th F	\$
10	SOC - Administration	5x Week	M Tu W Th F	\$
11	SOC - Building A	5x Week	M Tu W Th F	\$
12	SOC - Building B	5x Week	M Tu W Th F	\$
13	SOC - Building C	5x Week	M Tu W Th F	\$
14	Water Treatment Plant	5x Week	M Tu W Th F	\$
15	Water Treatment Lab	5x Week	M Tu W Th F	\$
16	Ocean Rescue Headquarters	5x Week	M Tu W Th F	\$
17	OSS - Public Restrooms (Day Porter)	7x Week	M Tu W Th F Sat Sun	\$
18	Sarah Gleason Bath House – Public Restrooms (Day Porter)	7x Week	M Tu W Th F Sat Sun	\$
19	City Marina	7x Week	M Tu W Th F Sat Sun	\$
20	Employee Wellness Center/Human Resources	5x Week	M Tu W Th Fr	\$
21	Crest Theatre	7x week	M Tu W Th Fr Sat Sun	\$
22	<b>Municipal Golf Club</b>			
	Bar Area		Refer to Exhibit G	\$
	Dining and Banquet Room		Refer to Exhibit G	\$

	Kitchen and Gallery		Refer to Exhibit G	\$
	Lobby Common Area		Refer to Exhibit G	\$
	Locker Rooms		Refer to Exhibit G	\$
	Office Area		Refer to Exhibit G	\$
	Patio		Refer to Exhibit G	\$
	Proshop		Refer to Exhibit G	\$
	Proshop Restroom		Refer to Exhibit G	\$
23	Lakeview Golf Club		Refer to Exhibit G	\$
<b>Total (Items 1-23)</b>				\$

<b>Additional Work</b>			
24	Hot water Extraction Carpet Cleaning	Per square foot	\$
25	Grout Cleaning Title Floor	Per square foot	\$
26	Machine Scrubbing Hard Floor	Per square foot	\$
27	Stripping Sealing/Refinishing Hard Floor	Per square foot	\$
28	Porter Services (Per Porter) (Special Events)	Per hour	\$

**NOTE:** Exhibit G Basic Services for Delray Beach Municipal Golf Club when calculating pricing.

## **SECTION 5 RESPONSE REQUIREMENTS**

### **5.1 SUBMITTAL REQUIREMENTS**

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### **5.2 REQUIRED INFORMATION**

In addition to the information required in Section 3, Scope of Services, Proposers must submit the following information with their Proposals:

#### **A. SUBMITTAL FORMAT**

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

#### **B. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:**

##### **TAB 1 – INTRODUCTION**

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person and primary contact, his/her title, address, phone number, and email address. The table of contents should follow the cover letter.

##### **TAB 2 – TABLE OF CONTENTS**

Include a clear identification of the material included in the Proposal by page number.

##### **TAB 3 – MINIMUM QUALIFICATIONS**

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in the Proposer being deemed non-responsive/responsible.

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

- B. Proposer is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists/scrutinized\\_list\\_of\\_prohibited\\_companies](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies)

***Provide an executed copy of the Scrutinized Company Certification form.***

- C. Proposer has no reported conflict of interests in relation to this solicitation.

***Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.***

- D. Proposer has no reported exclusions in System for Award Management (SAM).

Proposer Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the registration status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

#### TAB 4 – PROPOSER'S INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- D. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
- i. Address
  - ii. City, State, Zip
  - iii. Phone
- E. Contact information for Proposer's primary and secondary representative during this solicitation process.



- i. Name
  - ii. Phone
  - iii. E-mail
  - iv. Mailing Address
  - v. City, State, Zip
- F. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the people who are officers or principals of the company.
- H. Years in Business.
- I. Describe any significant or unique awards received or accomplishments in previous similar projects.
- J. Any additional organizational information that the Proposer's wishes to supply to augment its Proposal.
- K. Must provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, or any of its employees, is or has been involved within the last three (3) years.

#### TAB 5 – PERSONNEL QUALIFICATIONS

- A. Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s), and primary project managers, describe their relevant experience and the role they will play in the project, which may include the following:
- a. Project Superintendent
  - b. Site Supervisor(s)
  - c. Fully-time Service Crew(s)
- B. Provide a brief resume for each employee who will furnish professional and technical support expertise on this contract. This should include the following:
- a. Function(s) in the company
  - b. Title and number of years in service with the company
  - c. Number of years of experience in the maintenance of comparably complex facilities and systems.

#### TAB 6 – PROJECT MANAGEMENT PLAN

- A. Detail how you intend to meet or exceed the required quality standards. Identify adequacy

of weekly service hours and describe how your firm will meet the quality specifications describe in the RFP.

- B. Provide a tentative schedule for each facility: (Include, at a minimum)
  - a. Days of Service.
  - b. Time of Service.
  - c. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-Weekly, Bi-Monthly, etc.)
  - d. Identify the number of employees to be assigned to the contract.
- C. Describe how you intend to provide a start-up orientation program to bring facilities into compliance with quality standards.
- D. Provide personnel organization for each location that will perform basic and project work. (i.e. 1 Supervisor, 1 Crew Leader, 2 Employees)
- E. Provide your inspection procedures including any technical aids used to monitor performance standards.
- F. Provide your current reporting system used to compare actual performance against your schedule for regular service and describe how your firm mitigates issues.
- G. Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for dewatering methods or moisture removal tasks or other special cleaning services.
- H. Describe how you will ensure all required equipment is maintained or replaced to ensure your equipment is always in quality working order.
- I. Provide your company's internal Employee Training Manual, including the Employee Safety Training Manual.
- J. Provide a narrative of the training your firm currently has in place to assure on-site staff will be pro-active and aware during each shift with regards to notification and documentation of suspicious behavior, abandoned belongings/packages, running water, potential slip and fall conditions, ajar doors, etc.

#### TAB 7 – PAST PERFORMANCE

- A. Provide a minimum of three (3) client references for janitorial services with similar scope, since 2020, who are agreeable to responding to an inquiry by the City. References should include the following information:
  - a. Client name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone and fax numbers
  - e. Client contact email address
  - f. Size of facility area cleaned (square feet)
  - g. Performance period

- h. Total amount of contract

**TAB 8 – WORKLOAD**

- A. Provide a list of relevant contracts to which your company is currently committed or that your company will be committed as of December 2024. The individual project details shall include:
  - a. Name of Contract Client
  - b. Brief Project Scope
  - c. Contract Budget
  - d. Contract Duration (Award Date – Expiration Date)

**TAB 9 – PROPOSAL PRICING**

- A. Proposer shall indicate in the spaces provided (Exhibit H Pricing), prices, fees, and rates that will be charged to the City for performing the proposed services.

**TAB 10 – ATTACHMENTS**

- A. All Attachments/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 7 of this solicitation.

**END OF SECTION 5**

## SECTION 6 THE EVALUATION PROCESS

### 6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### 6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

### 6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Personnel Qualifications	25
b. Project Management Plan	25
c. Past Performance	25
d. Workload	10
e. Pricing Proposal	15

### 6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The City will use the prices submitted by each Proposer to estimate the total cost of the Proposer's services. The Proposer that submits the lowest total price for all combined services will be awarded the maximum number of points (15). The total points awarded for price is determined by applying the following formula:  $(\text{Lowest Proposed Price} / \text{Vendor's Price}) \times (\text{Maximum Number of Points for Price}) = \text{Price Score}$ . The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

## **SECTION 7**

### **PROPOSAL SUBMITTALS**

#### **7.1 FORMS**

The forms listed below shall be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Scrutinized Company
- j. Affidavit Regarding the Use of Coercion for Labor and Services
- k. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- l. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- m. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

## ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

### PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

---

### PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

### PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

---

Street Address:

---

Mailing Address (if different from Street Address):

---

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**



### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

### **NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

## **Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

Acknowledged:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

## DRUG-FREE WORKPLACE

\_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

### NON-COLLUSION AFFIDAVIT

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person acknowledging).

Personally known \_\_\_\_OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. \_\_\_\_\_ FID or EIN No. \_\_\_\_\_

Address. \_\_\_\_\_

City. \_\_\_\_\_ State. \_\_\_\_\_ Zip. \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or  
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's  
Authorized  
Representative  
Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.**

**As the officer or representative of the company, I certify that the company identified above does not:**

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

**Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.**

Signature: \_\_\_\_\_  
(Authorized Signature)

Print Name  
and Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SAMPLE PERFORMANCE BOND FORMAT**

Not Required, Intentionally Omitted

**SAMPLE PAYMENT BOND FORMAT**

Not Required, Intentionally Omitted

**SAMPLE LETTER OF CREDIT FORMAT**

Not Required, Intentionally Omitted

**SECTION 8**  
**SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

**AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_, a corporation (hereafter referred to as “Contractor”), whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Consultant/Broker to provide the goods and services in accordance with the City’s Request for Proposal No. 2025-008, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2025-008, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

**ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

**ARTICLE 3. COMPENSATION**

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager
  
- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
  
- iii. As to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify Requirements By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

## ARTICLE 5. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for two (2) additional one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

## ARTICLE 6. INDEMNIFICATION

The contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any all liability, losses, or damages, including attorney's fees

and costs of defense, which the City or its officers, employees agents, or instrumentalities may incur as a result of claims, demands, suits, cause of actions, or proceedings of any kind or nature resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required but this contract agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

ATTEST:

By: \_\_\_\_\_  
Alexis Givings, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

**CONSULTANT/BROKER/CONTRACTOR**

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

SECTION 9  
GENERAL TERMS AND CONDITIONS

9.1 DEFINITIONS

- a. *Proposal:* any offer(s) submitted in response to this Request for Proposal.
- b. *Proposer:* person or firm submitting a response to this Request for Proposal.
- c. *Solicitation or Request for Proposal:* this Solicitation documentation, including any and all addenda.
- d. *Proposal Submittal forms:* describes the goods or services to be purchased and must be completed and submitted with the Proposal.
- e. *City:* shall refer to the City of Delray Beach, Florida.
- f. *Contract or Agreement:* Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. *Contractor:* selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. *Purchasing and Contract Administration Division:* Purchasing and Contract Administration Division of the City of Delray Beach, Florida.
- i. *Responsible Proposer:* Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- j. *Responsive Proposer:* Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

9.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the

*purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.*

9.3 ADDENDUM

*The Purchasing and Contract Administration Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.*

9.4 LEGAL REQUIREMENTS

*This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.*

9.5 CHANGE OF PROPOSAL

*Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.*



#### 9.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing and Contracts Administration Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

#### 9.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

#### 9.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

#### 9.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

#### 9.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

#### 9.11 CANCELLATION OF SOLICITATION

*The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.*

#### 9.12 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*
- b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*
- d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*
- e. Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.*
- f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

#### 9.13 CONTRACT EXTENSION

*The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred eighty (180) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.*

#### 9.14 WARRANTY

*All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.*

#### 9.15 ESTIMATED QUANTITIES

*Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.*

#### 9.16 NON-EXCLUSIVITY

*It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.*

#### 9.17 CONTINUATION OF WORK

*Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.*

#### 9.18 PROTEST

*a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the*

*subject matter, facts giving rise to the protest, and the action requested from the City.*

*b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Bidnet Direct. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure* Purchasing Procedure Manual <https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

*c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.*

#### **9.19 LAWS AND REGULATIONS**

*The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.*

#### **9.20 LICENSES, PERMITS AND FEES**

*The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.*

#### **9.21 SUBCONTRACTING**

*Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the*

*agreement and may result in termination of the contract for default.*

#### **9.22 ASSIGNMENT**

*The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.*

#### **9.23 SHIPPING TERMS**

*Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.*

#### **9.24 RESPONSIBILITIES AS EMPLOYER**

*The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.*

*It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.*

#### **9.25 INDEMNIFICATION**

*The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of*

any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

#### 9.26 COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

#### 9.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

#### 9.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this

Request for Proposals ("RFP") with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

#### 9.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

#### 9.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 9.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this

*contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.*

#### **9.32 OFFICE OF THE INSPECTOR GENERAL**

*Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.*

#### **9.33 PRE-AWARD INSPECTION**

*The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.*

#### **9.34 PROPRIETARY/CONFIDENTIAL INFORMATION**

*Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.*

#### **9.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

*Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:*

- a. Use of information only for performing services required by the contract or as required by law.*
- b. Use of appropriate safeguards to prevent non-permitted disclosures.*
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure.*
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.*
- e. Making Protected Health Information (PHI) available to the customer.*
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.*
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and*
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

*PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.*

**9.36 ADDITIONAL FEES AND SURCHARGES**

*Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.*

**9.37 COMPLIANCE WITH FEDERAL STANDARDS**

*All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).*

**9.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

*If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.*

**9.39 BINDING EFFECT**

*All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.*

**9.40 SEVERABILITY**

*In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.*

**9.41 GOVERNING LAW AND VENUE**

*This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.*

**9.42 ATTORNEY'S FEES**

*It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.*

**9.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

*The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.*

*During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.*

*The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.*

**9.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**

*It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.*

**9.45 CRIMINAL HISTORY BACKGROUND CHECKS**

*Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract*

*employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.*

#### **9.46 LABOR, MATERIALS, AND EQUIPMENT**

*Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.*

#### **9.47 MINIMUM WAGE REQUIREMENTS**

*The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.*

#### **9.48 PACKING SLIP AND DELIVERY TICKET**

*A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.*

#### **9.49 PURCHASE OF OTHER ITEMS**

*The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non- contract Proposer.*

#### **9.50 PUBLIC RECORDS**

*Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is*

*considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.*

*The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.*

#### **9.51 CONFLICTS OF INTEREST**

*All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.*

#### **9.52 PUBLIC ENTITY CRIMES**

*As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a*

*contractor, supplier, subcontractor, or consultant under a contract with any public entity.*

#### **9.53 OTHER GOVERNMENTAL AGENCIES**

*If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.*

#### **9.54 COMPLETION OF WORK AND DELIVERY**

*All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.*

#### **9.55 FAILURE TO DELIVER OR COMPLETE WORK**

*Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.*

#### **9.56 CORRECTING DEFECTS**

*The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that*

*are incurred by the City for this work or items, either through a credit memorandum or through invoicing.*

#### **9.57 ACCIDENT PREVENTION AND BARRICADES**

*Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.*

#### **9.58 OMISSIONS IN SPECIFICATIONS**

*The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.*

#### **9.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

*The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.*

#### **9.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

*The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling*



*practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.*

*Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by- department basis.*

#### **9.61 TAXES**

*The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.*

#### **9.62 PROPOSER'S COSTS**

*The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.*

#### **9.63 SUBSTITUTION OF PERSONNEL**

*It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.*

#### **9.64 FORCE MAJEURE**

*The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:*

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including,*

*but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.*

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.*
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.*
- d. The non-performing party uses its best efforts to remedy its inability to perform.*

*Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.*

#### **9.65 NOTICES**

*Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.*

*Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.*

#### **9.66 POOL Contracts**

*During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or*

*by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for good or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Request for Proposal.*

**9.67 FISCAL FUNDING OUT**

*The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful*

*appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.*

**9.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

*The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.*

END OF SECTION 9

SECTION 10  
**SOLICITATION SUMMARY**

The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

**PROPOSAL INFORMATION**

Proposal Number:	RFP 2025-008
Title:	Janitorial Services
Due Date and Time:	February 5, 2025, 2:00 P.M., ET
Name of Proposer:	_____
Address:	_____
Contact Person:	_____
Price:	_____
Authorized Signature:	_____
Date:	_____

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ELECTRONIC COPY IN THE PROPOSAL.**