



Agreement

I. Parties

This Agreement, 2014-75 is made this 14th day of May 2014, by and between Bel Air Maintenance, Inc., located at 2648 Griffin Road, Dania Beach, FL 33312 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Bel Air Maintenance, Inc. ("Bel Air") for the purchase of Pressure Cleaning Services in an amount not to exceed a budgeted amount of \$25,000.00; and

Whereas Bel Air has agreed to provide said Services to the Town in accordance with its contract with The City of Weston, Florida dated on January 18, 2012, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Bel Air, in accordance with the terms of The City of Weston, Florida contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Services

Bel Air shall provide the purchase of Pressure Cleaning Services to the Town in accordance with the terms of the above referenced City of Weston, Florida contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Bel Air from The City of Weston, Florida contract:

CONTRACT NUMBER

The Town of Miami Lakes' Pressure Cleaning Services Contract shall be referenced as Contract # 2014-75.

EFFECTIVE DATE

Month May Day 14 of 2014

SUBCONTRACTORS

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Contractor shall not subcontract any of the Work to be performed under this Contract

INVOICING

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

INVOICES

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.



The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

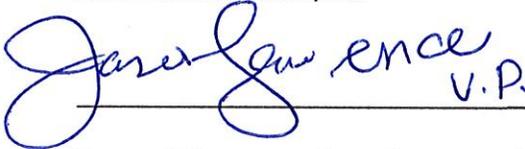
IV. Points of Contact

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager
(305) 364-6100 ext. 1199 fabrikantg@miamilakes-fl.gov

Project Manager: Tony Lopez, Director of Community & Leisure Services
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

Bel Air Maintenance, Inc.



Name of Signatory: Jason Lawrence, V. Pres.

Town of Miami Lakes



Alex Rey, Town Manager

Attest:



Marjorie Tejada, Town Clerk



CORPORATE RESOLUTION

WHEREAS, Bel Air Maintenance, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Vice President ,
(type title of officer)

 Jason Lawrence , is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 14th day of May , 20 14 .

Chad Lawrence president
Corporate Secretary - Chad Lawrence

(Corporate Seal)



CITY OF WESTON

PRESSURE CLEANING SERVICES

BEL AIR MAINTENANCE, INC.

**City of Weston Request for Proposals
No. 2011-05
October, 2011**

CITY OF WESTON, FLORIDA

RFP NO. 2011-05

PRESSURE CLEANING SERVICES

- CHAPTER 1: AGREEMENT**
- CHAPTER 2: REQUEST FOR PROPOSAL (EXHIBIT "A")**
- CHAPTER 3: CONTRACTOR'S PROPOSAL (EXHIBIT "B")**
- CHAPTER 4: RATES AND FEE SCHEDULE**
- CHAPTER 5: CERTIFICATE(S) OF INSURANCE**

CHAPTER 1 - AGREEMENT

RFP No. 2011-005 Request for Proposals for
Pressure Cleaning Services

Published September 26 and October 3, 2011

AGREEMENT

BETWEEN THE

CITY OF WESTON

AND

BEL AIR MAINTENANCE, INC.

FOR

PRESSURE CLEANING SERVICES

RFP NO. 2011-05

This Agreement, is made and entered into the _____ day of _____, 2012 by and between the City of Weston, a Florida municipal corporation ("CITY"), and Bel Air Maintenance, Inc. ("CONTRACTOR") for Pressure Cleaning Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Pressure Cleaning Services; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR upon the recommendation of the Selection Committee to perform Pressure Cleaning Services; and

WHEREAS, on December 5, 2011, the CITY enacted Resolution No. 2011-127, which ratified the ranking of Proposals for Pressure Cleaning Services and authorized the appropriate City officials to execute an agreement with the number two ranked contractor Bel Air Maintenance, Inc.; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Pressure Cleaning Services dated October 25, 2011, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2015.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

SECTION 3. COMPENSATION

- 3.1** The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 3.3** Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2013 and on April 1 of each subsequent year, all fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
- 4.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any

additional compensation, other than provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3** CONTRACTOR shall indemnify CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4** CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.5** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

SECTION 7. MISCELLANEOUS

- 7.1 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt

requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: John R. Flint, City Manager
 Weston City Hall
 17200 Royal Palm Boulevard
 Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR: Bel Air Maintenance, Inc.
2648 Griffin Road
Dania Beach, FL 33312-5935

- 7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a

bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorneys Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**AGREEMENT BETWEEN THE CITY OF WESTON, AND BEL AIR MAINTENANCE, INC.
FOR PRESSURE CLEANING SERVICES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 5th day of December, 2011; and Bel Air Maintenance, Inc. authorized to execute same, through its Vice President.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]
Eric M. Hersh, Mayor

Patricia A. Bates
Patricia A. Bates, CMC, City Clerk

13th day of January, 2012

By: [Signature]
John R. Flint, City Manager

13th day of January, 2012

Approved as to form and legality for the use of and reliance by the City of Weston only:

(CITY SEAL)

By: [Signature]
Jamie Alan Cole, City Attorney

18th day of January, 2012

Jason Lawrence
CONTRACTOR, Bel Air Maintenance Inc.

WITNESSES:

[Signature]

By: Vice President
TITLE

BUSBY M. SALAMONDE
Print Name

JASON Lawrence
Print Name

9th day of JAN., 2012

[Signature]

Donald P. Decker
Print Name

(CORPORATE SEAL)

CHAPTER 2 – REQUEST FOR PROPOSALS

RFP No. 2011-005 Request for Proposals for
Pressure Cleaning Services

Published September 26 and October 3, 2011



CITY OF WESTON

PRESSURE CLEANING SERVICES

**City of Weston Request for Proposals
No. 2011-05
October, 2011**

CITY OF WESTON, FLORIDA
RFP NO. 2011-05
PRESSURE CLEANING SERVICES

- SECTION 1: REQUEST FOR PROPOSALS NOTICE**
- SECTION 2: BACKGROUND INFORMATION**
- SECTION 3: GENERAL CONDITIONS**
- SECTION 4: PROPOSAL PROCESS**
- SECTION 5: FORMS**
- SECTION 6: AGREEMENT**

SECTION 1 – REQUEST FOR PROPOSALS NOTICE

The City of Weston issued the following Request for Proposals (RFP) Notice pertaining to Pressure Cleaning Services for the CITY. The RFP Notice was advertised in the *Sun-Sentinel* on Monday, September 26, 2011 and again on Monday, October 3, 2011.

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida will be accepting sealed proposals for:

REQUEST FOR PROPOSALS PRESSURE CLEANING SERVICES RFP NO. 2011-05

The CITY is requesting proposals from qualified and experienced firms to provide Pressure Cleaning Services at various municipal facilities. Sealed proposals will be received by the City Clerk until **11:00 a.m., local time, Tuesday, October 25, 2011**, at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time will be returned unopened.

RFP DOCUMENTS

Interested parties may purchase a Request for Proposals for Pressure Cleaning Services ("RFP") at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327, 8:00 a.m. – 5:00 p.m., Monday through Friday, upon payment of a \$50.00 non-refundable fee, for each RFP. Payment must be made by check, Visa, Master Card or American Express. No cash payments will be accepted. The RFP may also be examined at the Weston Community Center at the referenced address. Proposals shall be submitted on the form(s) provided.

EXPERIENCE

Proposers must have a minimum of five years experience in Broward, Miami-Dade or Palm Beach counties in providing pressure cleaning services for facilities of similar size and scope as the CITY's facilities,.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Wednesday, October 12, 2011, at 9:00 a.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal are required to attend this meeting. Proposers shall allow sufficient time to ensure arrival prior to the indicated time. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final. The official clock at the location of the Pre-Proposal Conference shall govern.

PROPOSAL DOCUMENTS

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package must clearly indicate the submitting **RFP No. 2011-05, "Pressure Cleaning Services"**, Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain six (6) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated above. Each copy shall contain all required information in order to be considered responsive.**

Once a Proposal has been submitted to the CITY at or prior to **Tuesday, October 25, 2011, 11:00 a.m., local time**, it shall not be returned to the Proposer for any reason. The withdrawal,

modification or correction of a Proposal after it has been opened by the CITY shall constitute a breach by the Proposer.

All proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the proposal. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

Proposal security in the form of a Proposal Bond acceptable to the CITY or Cashier's Check made payable to the "City of Weston" in the amount of ten thousand dollars (\$10,000.00), will be required.

The Sealed Proposals will be publicly opened at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida, at **11:00 a.m., local time, Tuesday, October 25, 2011.** The official clock at the City Hall reception desk shall govern. Award of the Proposal will be made at a City Commission meeting.

Any questions concerning this Notice to Proposers shall be submitted in writing to Jeffrey Skidmore, Assistant City Manager/C.O.O., fax no. (954) 389-5430.

All Proposers are advised that the CITY has not authorized the use of the City seal by individuals or entities responding to CITY Request for Proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Proposers are advised that the CITY will not supply or sell materials to Proposers in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

The City Commission of the City of Weston reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make awards in the best interests of the CITY.

Patricia A. Bates, CMC
City Clerk
City of Weston

Published on: September 26, 2011 and October 3, 2011

SECTION 2 – BACKGROUND INFORMATION

2.1 General

The CITY is requesting Sealed Proposals from qualified and experienced contractors, (hereinafter referred to as "CONTRACTOR") to furnish all labor, materials, supplies and equipment to provide pressure cleaning services at various facilities as further described in the scope of work. Upon the City Commission's ratification of the Selection Committee's rankings, the CITY will enter into an Agreement, in the form attached to this RFP (the "Agreement").

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected contractor(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the CONTRACTOR upon request.

2.2 Scope Of Work

The scope of work shall include, but not be limited to, pressure cleaning of sidewalks, curbs and gutters, buildings, monument signs and roofs as directed by CITY. A pre-spray algaecide treatment shall be applied prior to pressure cleaning if needed. Pressure cleaning shall be done using a high volume pressure cleaner (minimum 3500 psi @ 8 gpm). Access to water for work performed under this contract shall be provided to CONTRACTOR by CITY.

2.3 Supervision and Responsibility of Contractor

The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

- A. **Supervisor** – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the pressure cleaning services for the CONTRACTOR. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional pressure cleaning services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the facilities.
- B. **Employee/Independent Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY

reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S facilities where such employee's/independent contractor's performance or actions are obviously detrimental to the program.

- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.
- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.
- F. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- G. **Schedule of Work** – At the beginning of each month, the CONTRACTOR shall furnish to the CITY, for its approval, a schedule of work to be completed during the upcoming month. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.
- H. **Chemicals** - The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all products used.
- I. **Discovery and Notification** - If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

2.4 Contractor Licensing and Minimum Qualifications

All proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications.

- A. **Service and Incorporation** – CONTRACTOR shall have been in continuous service and licensed to do business in the State of Florida for a minimum of five (5) years.

- B. Licenses** – CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits.

2.5 Insurance

A. Requirements:

Before performing any work, CONTRACTOR shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. Simultaneous with the delivery of an executed Proposal to the CITY when required, CONTRACTOR shall furnish to CITY proof of insurance which meets the requirements set forth herein. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “**A-Excellent: FSC VII.**” In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the CITY. The CITY must approve any changes to these specifications.

The City of Weston; Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC shall be named as additional insured, as their interests may appear on all policies except Workers’ Compensation. As respects General Liability coverage, the Completed Operations Coverage and the Additional Insured status of the CITY; Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC shall be maintained for this Project for not less than five (5) years following completion and acceptance by the CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers’ Compensation.

CONTRACTOR shall provide Statutory Workers’ Compensation, and Employer’s Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harborworkers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event the CONTRACTOR has “leased” employees, the CONTRACTOR must provide a Workers’ Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by the CITY.

The CONTRACTOR is responsible for the Workers’ Compensation of any and all subcontractors, including leased employees, used by the CONTRACTOR. Evidence of workers’ compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

B. Commercial General Liability:

Including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), watercraft or aircraft liability if those vehicles will be utilized, and personal injury liability with limits of not less than \$2,000,000 each occurrence, covering all work performed under this Agreement.

C. Business Automobile Liability:

CONTRACTOR shall provide and maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence covering all work performed under this Agreement.

Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR owns automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the CONTRACTOR is shipping a product via common carrier, the CONTRACTOR shall be responsible for any loss or damage sustained in delivery/transit/loading and unloading.

D. Umbrella Liability:

Umbrella policies are acceptable to provide the total required liability limits.

E. Policy form:

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name the City of Weston; Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC as Additional Insured during the Agreement and for a minimum of five (5) years following the end of the Agreement (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the City of Weston.

F. Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- G. Each insurance policy required by this Agreement shall:
 - 1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - 2. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.
- I. The City of Weston shall retain the right to review, at any time, coverage, form, and amount of insurance.
- J. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- K. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- L. Certificates of Insurance evidencing Occurrence Form Coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the CITY before the CONTRACTOR will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier ID listed on the Certificate of Insurance (COI).
- M. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONTRACTOR's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.
- N. The insurance required for this Agreement shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. The CONTRACTOR shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONTRACTOR's information and belief.

<u>O.</u>	<u>Coverages Required</u>	<u>Minimum Limits</u>
1.	Workers' Compensation	Statutory Limits – State of Florida
2.	Employers' Liability	\$1,000,000 accident/disease \$1,000,000 policy limit, disease \$1,000,000 each employee, disease

3.	Automobile Liability Combined single limit	\$1,000,000	
4.	General Liability	<u>For projects under \$1,000,000.</u>	<u>For projects \$1,000,000 or over</u>
•	General aggregate	\$2,000,000	\$5,000,000.
•	Products and completed operations aggregate	\$2,000,000	\$5,000,000.
•	Personal and advertising injury	\$2,000,000	\$2,000,000.
•	Each occurrence	\$2,000,000	\$2,000,000.
•	Project specific aggregate	\$1,000,000	\$5,000,000

CONTRACTOR shall be responsible for all deductible amounts.

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2.6 Security

- A. **Proposal Security:** Simultaneous with the delivery of an executed Proposal to the CITY, the CONTRACTOR shall furnish to the CITY a Proposal Security in the amount of ten thousand dollars (\$10,000.00) as security for the faithful execution of a contract with the CITY in the event of such award by the City Commission.
- B. Proposal Security may be in the form of a cashier's check payable to the CITY of Weston and drawn on a bank, authorized to do business in the State of Florida, or a Proposal Bond issued by a surety meeting the qualifications stated herein. The Proposal Security (cashier's check or proposal bond) shall be attached to Form 11 provided in Section 5. Proposal Security shall be returned subsequent to award of the contract by the City Commission and execution by the successful CONTRACTOR and the appropriate City officials.
- C. Failure by the successful CONTRACTOR to execute a Contract, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Proposal, shall be just cause for the rescission of the award and the retention of the Proposal Security by the CITY. Such retention shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked CONTRACTOR, or all proposals may be rejected.
- D. **Qualifications of Surety:** Surety companies issuing Proposal Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. Each bond shall be issued by a Florida resident agent.

8. Qualifications: As to companies being rated acceptable:

A Proposal Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

In addition to the above minimum qualifications, the Surety Company must meet the following additional qualifications.

The Surety Company shall meet a minimum financial AM Best Company rating of no less than **"A- Excellent: FSC VII"** and shall have at least the following minimum Policyholders ratings: A- Class VII or higher. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the Owner.

All Surety Companies are subject to review and approval by the CITY and may be rejected without cause. All bonds signed by an Agency must be accompanied by a certificate of authority to act.

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2.7 Pricing

The CONTRACTOR offers the following for providing all labor, materials, supplies, equipment, etc. to perform pressure cleaning services in accordance with the scope of work.

\$_____per square foot (with pre-spray algaecide treatment)

\$_____per square foot (without pre-spray algaecide treatment)

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SECTION 3 – GENERAL CONDITIONS

3.1 RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the CONTRACTOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the CONTRACTOR.

3.2 Taxes

The CONTRACTOR shall not be entitled to the CITY'S tax exempt benefits.

3.3 Additional Terms and Conditions

No additional terms and conditions submitted by the CONTRACTOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

3.4 Interpretations and Inquiries

All CONTRACTORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the CITY no later than 5:00 PM, local time, on Friday, October 14, 2011. Written inquiries shall be addressed to:

Jeffrey Skidmore
Assistant City Manager/Chief Operating Officer
Fax No. (954) 389-5430

Submission of a Proposal will serve as prima facie evidence that the CONTRACTOR has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the CITY to all CONTRACTORS who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the CONTRACTORS by the CITY may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.

3.6 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Independence

On the Form 8 provided in Section 5 of this RFP, the CONTRACTOR shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the CONTRACTOR shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

3.8 Disqualification of Contractors

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a CONTRACTOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.9 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A CONTRACTOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in the CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Proposal being disqualified, at the CITY'S sole discretion.

3.10 Compliance With Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the CONTRACTOR discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

3.12 Advertising

In submitting a Proposal, CONTRACTOR agrees not to use the results therefrom as a part of any Advertising or CONTRACTOR sponsored publicity without the express written approval of the City Manager or designee.

3.13 Execute Agreement

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the CITY and the successful CONTRACTOR. The order of precedence will be the Agreement, the RFP Documents, the CONTRACTOR's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.14 Facilities

The City Manager or designee reserves the right to inspect each CONTRACTOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

A CONTRACTOR shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the CONTRACTOR. No CONTRACTOR may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

3.16 CITY'S Exclusive Rights

The CITY reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

In the event of a sole proposal, CITY reserves the right to reject the sole proposal.

By submitting a Proposal for the services, all CONTRACTORS acknowledge and agree that no enforceable Agreement arises until the CITY signs the AGREEMENT, that no action shall lie to require the CITY to sign such Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorneys fees, etc., as a result of the CITY not signing such Agreement.

3.17 Addenda

The CITY reserves the right to issue addenda. Each CONTRACTOR shall acknowledge receipt of such addenda on the Form 8 provided in Section 5 of this RFP. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective CONTRACTOR to verify that he/she has received all addenda issued before depositing the Proposal with the CITY.

3.18 Review of the RFP Documents

By the submission of a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20 Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by

identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subcontractors shall be provided to the City Manager, subject to his approval.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for ~~Custodial Services~~-Pressure Cleaning Services.

3.23 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the Form 6 provided in Section 5 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

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SECTION 4 – PROPOSAL PROCESS

4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Wednesday, October 12, 2011, at 9:00 AM, local time**, at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327. All CONTRACTORS planning to submit a proposal are required to attend this meeting. CONTRACTORS should allow sufficient time to insure arrival prior to the indicated time. Proposals from those who have failed to attend will not be opened. CONTRACTORS arriving past the indicated time will not be eligible to submit a proposal. The official clock at the location of the Pre-Proposal Conference shall govern.

Failure of a CONTRACTOR to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final.

At the pre-proposal meeting, representatives of the CITY will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the CITY at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

4.2 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

A. Number of Proposals

Six (6) complete copies of the Proposal, and one (1) unbound original Proposal, are required to be submitted to the CITY by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

B. Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2011-05 " Pressure Cleaning Services" Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain six (6) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated in Section 4.3. Each copy shall contain all required information in order to be considered responsive.**

C. Signatures

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

D. Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

Proposal Format

Chapter 1	Letter of Intent Statement of Organization (Form 1) Personnel (Form 2) Equipment (Form 3) Experience/References (Form 4)
Chapter 2	Pricing (Form 5) Financial Stability & Statements
Chapter 3	Litigation History

	Insurance Requirement Criminal Convictions Non-Collusion Certification (Form 6)
Chapter 4	Drug-free Workplace (Form 7) Addenda (Form 8) Independence Affidavit (Form 9) Certification to Accuracy of Proposal (Form 10)
Chapter 5	Proposal Security (Form 11)

4.3 Submittal, Receipt and Opening of Proposals

All Proposals shall be submitted on or before **11:00 AM**, local time, on **Tuesday, October 25, 2011** to:

Office of the City Clerk
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

All CONTRACTORS are reminded that it is the sole responsibility of the CONTRACTOR to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **11:00 AM**, local time, on **Tuesday, October 25, 2011**. Failure of a CONTRACTOR to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award.

Proposals submitted and time stamped on or before **11:00 AM**, local time, on **Tuesday, October 25, 2011** shall be opened publicly in accordance with Section 4.5. The official clock at the City Hall reception desk shall govern.

4.4 Selection Committee

Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of the Assistant City Manager/Chief Operating Officer, the Director of Public Works and the Director of Landscaping who will review submissions and provide a recommendation to the City Commission.

4.5 Sealed Proposal

The Sealed Proposals will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, at **11:00 AM, local time, Tuesday, October 25, 2011**. The Selection Committee shall examine the documentation submitted in the Proposals at a time thereafter to determine the responsiveness and responsibility of each CONTRACTOR. CONTRACTORS shall provide the following information in the Proposal:

A. Letter of Intent

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required.

B. Contractor's Statement of Organization

CONTRACTORS shall complete Form 1 provided in Section 5 of this RFP. CONTRACTORS are permitted to supply additional information that will assist the CITY in understanding the CONTRACTOR's organization.

C. Personnel

CONTRACTORS shall carefully provide, in the format requested, all of the information requested in Form 2 provided in Section 5 of this RFP. All principals of the CONTRACTOR and key personnel performing services pursuant to this RFP shall provide a detailed resume indicating that individual's area of expertise and experience.

D. Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased by CONTRACTOR to be used on the project utilizing Form 3 provided in Section 5 of this RFP.

E. Experience

A summary of CONTRACTOR's experience in Broward, Miami-Dade or Palm Beach counties providing pressure cleaning services for facilities of similar size and scope as the CITY's facilities, shall be provided using Form 4 provided in Section 5 of this RFP. CONTRACTOR shall not utilize as references, any CITY employee, contractor, or official. CONTRACTOR's use of such references may result in disqualification, at the discretion of the CITY.

F. Pricing

CONTRACTORS shall provide the pricing information requested on Form 5 in Section 5 of this RFP.

G. Financial Stability and Statements

CONTRACTORS shall demonstrate financial stability. CONTRACTORS shall provide a statement of the CONTRACTOR's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent audited annual financial statements. In the event the CONTRACTOR does not have audited financial statements, the CONTRACTOR may substitute non-audited financial statements and complete federal tax returns for the last two years. Financial statements provided shall

include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

H. Litigation History

CONTRACTORS shall provide a summary of any litigation or arbitration that the CONTRACTOR, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any CONTRACTOR it determines to be excessively litigious.

I. Insurance Requirement

CONTRACTOR shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP.

J. Criminal Convictions

CONTRACTORS shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this Agreement, related to the services being bid. The CITY may disqualify a CONTRACTOR on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

K. Contractor's Non-Collusion Certification

CONTRACTOR shall complete and execute the Non-Collusion Affidavit of CONTRACTOR (Form 6 provided in Section 5 of this RFP).

L. Drug-Free Workplace

CONTRACTOR shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 7 provided in Section 5 of this RFP), shall be submitted with the RFP response.

M. Addenda

CONTRACTOR shall complete and sign the Acknowledgment of Addenda (Form 8 provided in Section 5 of this RFP) and include it in the Proposal in order to have the Proposal considered. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

N. Independence Affidavit

CONTRACTOR shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFP (Form 9 provided in Section 5 of this RFP).

O. Certification to Accuracy of Proposal

CONTRACTOR shall certify and attest, by executing Form 10 provided in Section 5 of this RFP, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

P. Proposal Security

CONTRACTOR shall attach Proposal Security in the amount of ten thousand dollars (\$10,000.00) to Form 11 that is provided in Section 5 of this RFP. Proposal Security may be in the form of a cashier's check or proposal bond as described in Section 2.6.

4.6 Qualification Evaluation

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each CONTRACTOR. Failure to provide the required information will disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Selection Committee will disqualify any CONTRACTORS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the CONTRACTOR, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the CONTRACTOR to perform the services and the CONTRACTOR shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all CONTRACTORS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all CONTRACTORS. The Selection Committee may at its sole discretion reject a CONTRACTOR or qualify a CONTRACTOR.

4.7 Evaluation

Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below. The full Selection Committee will then convene to review and discuss these evaluations and rank the contractors as a group. A sample of the ranking form used by the Selection Committee is included in Chapter 5 (Form 12) of this RFP. Proposals will be evaluated and ranked based on the following:

- A. The CONTRACTOR's qualifications, including financial ability to perform the services described in the Agreement

- B. The CONTRACTOR's experience in Broward, Miami-Dade or Palm Beach counties in providing pressure cleaning services for facilities of similar size and scope as the City's facilities.
- C. Qualifications of CONTRACTOR's key employees
- D. The type, quality and quantity of equipment currently owned or leased by CONTRACTOR to be utilized in the performance of the services described in the Agreement
- E. The cost to CITY

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

Depending on the number of Proposals submitted, the Selection Committee may short-list the contractors, down to three (3), and then interview and rank those top three (3) contractors.

The Proposal ranked one (1) will be recommended by the Selection Committee to the City Commission for award of the Agreement.

The City Commission will consider the selection of a contractor based upon the recommendation of the Selection Committee.

4.8 Protest Procedures

A. Standing - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

B. Procedure

- 1. Protest of Failure to qualify** - Upon notification by the City that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (City Hall hours are as follows: Monday-Thursday from 8:00 am to 5:30 pm and Friday from 8:00 am to 3:00 pm.)
- 2. Protest of Award of Agreement.** After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Proposals is subject to the protest procedure.
- 3. Content and filing** - The protest shall be in writing, shall identify the name and name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.

C. Protest Bond - Any proposer filing a protest shall simultaneously provide a Protest Bond to the City in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the City. The Protest Bond shall be in the form of a cashier's check.

D. Protest Committee - The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

E. Stay of award of Agreement or RFP Process- In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the City. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

F. Appeals to City Commission - Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

G. Failure to file protest - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission's award.

4.9 Estimated Schedule

The CITY anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the CITY.

Request for Proposals Legal Advertisement	Sept. 26 & October 3, 2011
Mandatory Pre-Proposal Meeting	Oct.12, 2011 @ 9:00 a.m.
Last Date for Submittal of Written Questions	
Prior to Proposal Due Date	Oct. 14, 2011 @ 5:00 p.m.
Proposals Due	Oct. 25, 2011 @ 11:00 a.m.
Selection Committee Ranking	TBA
City Commission Ratify Ranking	
and Award of Agreement	TBA

SECTION 5 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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FORM 1
CONTRACTOR'S STATEMENT OF ORGANIZATION

1. Full Name of Contractor:

Principal Business Address, Phone and Fax Numbers:

2. Principal Contact Person(s):

3. Form of Contractor (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor. Provide proof of the ability of the individuals so named to legally bind the Contractor.

Name

Address

Title

If a corporation, in what state incorporated : _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

Name and address of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name of principals:

5. Indicate the number of years the Proposer has had successful experience in Broward, Miami-Dade or Palm Beach counties in providing pressure cleaning services for facilities of similar size and scope as the CITY's facilities: Years: _____

6. List all contractors participating in this project (including subcontractors, etc.):

Name	Address	Title
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

7. Outline specific areas of responsibility for each contractor listed in Question 6.

1. _____
2. _____
3. _____
4. _____

8. County or Municipal Business Tax Receipt No.

(Attach Copy)

Social Security or Federal ID No.

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

10. Have you ever failed to complete any work awarded to you? Yes _____ No _____
If so, note when, where and why.

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

15. Bank Reference:

Signature

Title

Name

Date

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 2
PERSONNEL**

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

- A. Name and Title

- B. Years Experience with:
 - This Contractor:

 - With Other Similar Contractors:

- C. Education:
 - Degree(s)

 - Year/Specialization

- D. Professional References: (List a minimum of 3)

- E. Other Relevant Experience and Qualifications

- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.

- G. Attach applicable licenses for each individual performing service pursuant to this Agreement.

**FORM 4
REFERENCES**

The CONTRACTOR shall furnish references for providing, in Broward, Miami-Dade or Palm Beach counties, pressure cleaning services for facilities of similar size and scope as the CITY's facilities. Use additional sheets if necessary.

1. Name of Entity: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Description of Service and Price: _____

Year Contract Initiated: _____
Date of Completion or if not completed yet, anticipated date of completion:
_____ and percentage of project completed _____
If completed, percentage of the cost of the work performed with your own
forces: _____

2. Name of Entity: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Description of Service and Price: _____

Year Contract Initiated: _____
Date of Completion or if not completed yet, anticipated date of completion:
_____ and percentage of project completed _____

If completed, percentage of the cost of the work performed with your own forces: _____

3. Name of Entity: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Description of Service and Price: _____

Year Contract Initiated: _____

Date of Completion or if not completed yet, anticipated date of completion: _____ and percentage of project completed _____

If completed, percentage of the cost of the work performed with your own forces: _____

4. Name of Entity: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Description of Service and Price: _____

Year Contract Initiated: _____

Date of Completion or if not completed yet, anticipated date of completion: _____ and percentage of project completed _____

If completed, percentage of the cost of the work performed with your own forces: _____

**FORM 5
PRICING**

The CONTRACTOR offers the following for providing all labor, materials, equipment, etc. to perform pressure cleaning services in accordance with the scope of work.

\$ _____ per square foot (with pre-spray algaecide treatment)

\$ _____ per square foot (without pre-spray algaecide treatment)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 6
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other CONTRACTOR, firm, or person to fix the price or prices in the attached RFP, or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other CONTRACTOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and

(THIS SPACE INTENTIONALLY LEFT BLANK)

FORM 6
NON-COLLUSION AFFIDAVIT
Continued

5. The response to the attached RFP is fair and proper and is 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 (Blue ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ as _____ for _____.

Personally known to me ____ OR

has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

**FORM 7
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 7
DRUG-FREE WORKPLACE
(CONTINUED)**

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this contractor complies fully with the above requirements.

Signature (Blue ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ as _____ for _____.

Personally known to me ____ OR

has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

**FORM 8
ACKNOWLEDGMENT OF ADDENDA**

The CONTRACTOR hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFP. In the event the CONTRACTOR fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 9
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the
CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 9
INDEPENDENCE AFFIDAVIT
(CONTINUED)**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by

_____ as _____ for _____.

Personally known to me _____ OR

has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

**FORM 10
CERTIFICATION TO ACCURACY OF PROPOSAL**

CONTRACTOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 10
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,

by _____ as _____ for _____.

Personally known to me _____ OR

has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

**FORM 11
PROPOSAL SECURITY**

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).

ATTACH CASHIER'S CHECK OR PROPOSAL BOND HERE

FORM 12
THE CITY OF WESTON
PRESSURE CLEANING SERVICES -- RFP No. 2011-05
SELECTION COMMITTEE RANKING
SAMPLE

<u>CONTRACTOR</u>	<u>"A"</u>	<u>"B"</u>	<u>"C"</u>	<u>"D"</u>
<u>Evaluation Criteria</u>				
1. Contractor's Qualifications	_____	_____	_____	_____
2. Contractor's Experience	_____	_____	_____	_____
3. Qualifications of Key Employees	_____	_____	_____	_____
4. Equipment	_____	_____	_____	_____
5. Cost to the City	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____
FINAL RANKING	_____	_____	_____	_____

 Selection Committee Member

 Signature

 Date

SECTION 6 – AGREEMENT

The agreement located in this Section of the RFP for Pressure Cleaning Services is the form of the agreement that will be utilized with the successful CONTRACTOR. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT
BETWEEN THE
CITY OF WESTON**

AND

**FOR
PRESSURE CLEANING SERVICES**

RFP NO. 2011-05

This Agreement, is made and entered into the _____ day of _____, 2011 by and between the City of Weston, a Florida municipal corporation ("CITY"), and _____ ("CONTRACTOR") for Pressure Cleaning Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Pressure Cleaning Services; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR upon the recommendation of the Selection Committee to perform Pressure Cleaning Services; and

WHEREAS, on _____, the CITY enacted Resolution No. _____, which ratified the ranking of Proposals for Pressure Cleaning Services and authorized the appropriate City officials to execute an agreement with the number one ranked contractor _____; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Pressure Cleaning Services dated _____, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2015.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

SECTION 3. COMPENSATION

- 3.1** The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2013 and on April 1 of each subsequent year, all fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of

this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify CITY, Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.; Calvin, Giordano & Associates; and Municipal Technologies, LLC, and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements

thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither

CONTRACTOR:

- 7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 **Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 **Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 **Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 **Applicable Law and Venue; Attorneys Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The

parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

- 7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 **Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 **Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE CITY OF WESTON, AND _____ FOR PRESSURE CLEANING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2011; and _____ authorized to execute same, through its _____.

CITY OF WESTON, through its City Commission

ATTEST:

By: _____
Eric M. Hersh, Mayor

_____ day of _____, 2011

Patricia A. Bates, CMC, City Clerk

By: _____
John R. Flint, City Manager

_____ day of _____, 2011

Approved as to form and legality for the use of and reliance by the City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2011

WITNESSES:

CONTRACTOR, _____

By: _____
TITLE

Print Name

Print Name

_____ day of _____, 2011

(CORPORATE SEAL)

Print Name

CHAPTER 3 – CONTRACTOR'S PROPOSAL

RFP No. 2011-005 Request for Proposals for
Pressure Cleaning Services

Published September 26 and October 3, 2011

CONTENTS

CHAPTER 1

- Letter of Intent 1
- Statement of Organization: Form 1 2 – 2c
- 2011 Corporation Annual Report 2d
- State of Florida Certification 2e
- Broward County Business Tax Receipt 2f
- City of Dania Beach Business Tax Receipt 2g
- Personnel: Form 2 3 – 3c
- Equipment: Form 3 4
- Experience/References: Form 4 5 – 5a

CHAPTER 2

- Pricing: Form 5 6
- Financial Stability: Accountant's Letter 7
- Financial Statements/Tax Returns:
 - 2010 Financial Statement 8 – 13
 - 2010 Federal Tax Return 14 – 21
 - 2009 Financial Statement 22 – 27
 - 2009 Federal Tax Return 28 – 35

CHAPTER 3

- Litigation History: Bel Air Statement 36
- Insurance: Bel Air Certificates of Insurance 37 – 37a
- Criminal Convictions: Bel Air Statement 38
- Non-Collusion Certification: Form 6 39 – 39a

CHAPTER 4

- Drug-free Workplace: Form 7 40 – 40a
- Addenda: Form 8 41
- Independence Affidavit: Form 9 42 – 42a
- Certification to Accuracy of Proposal: Form 10 43 – 43a

CHAPTER 5

- Proposal Security: Form 11 44

CHAPTER 1

- Letter of Intent 1
- Statement of Organization: Form 1 2 – 2c
- 2011 Corporation Annual Report 2d
- State of Florida Certification 2e
- Broward County Business Tax Receipt 2f
- City of Dania Beach Business Tax Receipt 2g
- Personnel: Form 2 3 – 3c
- Equipment: Form 3 4
- Experience/References: Form 4 5 – 5a



P.O. Box 266284 Phone: 954-749-2429
Weston, FL 33326-6284 Fax: 954-925-4648

October 25, 2011

City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

RE: RFP No. 2011-05 – Pressure Cleaning Services

To Whom it May Concern:

We respectfully submit, for your consideration, our proposal herewith. Said proposal shall remain valid until January 25, 2012.

Documentation provided herewith shall confirm that we meet all qualifications set forth. Further, we acknowledge and agree to abide by all conditions and terms as set forth within referenced RFP.

We have been providing various services to the Weston for the past 10 years and look forward to continue servicing your needs in the future.

Thank you for your consideration.

Sincerely,

BEL AIR MAINTENANCE, INC.

Jason Lawrence, Vice President

JL/ad

BEL AIR
"KEEPING YOUR CITY CLEAN AND GREEN"

**FORM 1
CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of Contractor:

Bel Air Maintenance, Inc.

Principal Business Address, Phone and Fax Numbers:

2648 Griffin Road

Dania Beach, FL 33312-5935

Phone: 954-749-2429 Fax: 954-925-4648

2. Principal Contact Person(s):

Jason Lawrence

Chad Lawrence

3. Form of Contractor (Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor. Provide proof of the ability of the individuals so named to legally bind the Contractor.

Page 2d - 2011 Corporate Annual Report (denotes corporate officers/titles)

Page 2e - State of Florida (certification of service and incorporation)

Name	Address	Title
Jason Lawrence	1298 SW 30th Avenue, Fort Lauderdale, FL 33312	Vice President (authorized)
Chad Lawrence	1314 SE 1st Street, Fort Lauderdale, FL 33301	President (authorized)

If a corporation, in what state incorporated : **Florida**

8. County or Municipal Business Tax Receipt No.

#325-22147 - Page 2f (County: Cleaning/Janitorial)

#12-00005940/259 - Page 2g (City: Commerical Janitorial)

(Attach Copy)

Social Security or Federal ID No.

Fed ID No. 65-1037476

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

Florida - Document # P00000084879 (See Page 2d)

(Registration/license number not applicable)

10. Have you ever failed to complete any work awarded to you? Yes _____ No X
If so, note when, where and why.

no response is required

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes _____ No X If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes _____ No X If yes, attach a separate sheet of explanation.

2011 FOR PROFIT CORPORATION ANNUAL REPORT

**FILED
Apr 23, 2011
Secretary of State**

DOCUMENT# P00000084879

Entity Name: BEL AIR MAINTENANCE, INC.

Current Principal Place of Business:

2648 GRIFFIN ROAD
FORT LAUDERDALE, FL 333125935 US

New Principal Place of Business:

2648 GRIFFIN ROAD
DANIA BEACH, FL 33312 US

Current Mailing Address:

P.O. BOX 266284
WESTON, FL 333266284 US

New Mailing Address:

P.O. BOX 266284
WESTON, FL 33326 US

FEI Number: 65-1037476 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

LAWRENCE, JASON A
826 NW 10TH AVE
DANIA BEACH, FL 330042346 US

Name and Address of New Registered Agent:

LAWRENCE, JASON A VP
2648 GRIFFIN ROAD
DANIA BEACH, FL 33312 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JASON LAWRENCE
Electronic Signature of Registered Agent

04/23/2011
Date

OFFICERS AND DIRECTORS:

Title: P
Name: LAWRENCE, CHAD E P
Address: 2648 GRIFFIN ROAD
City-St-Zip: DANIA BEACH, FL 33312 US

Title: VP
Name: LAWRENCE, JASON A VP
Address: 2648 GRIFFIN ROAD
City-St-Zip: DANIA BEACH, FL 33312 US

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON LAWRENCE
Electronic Signature of Signing Officer or Director

VP 04/23/2011
Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

DBA:
Business Name: BEL AIR MAINTENANCE INC

Receipt #: 325-22147
Business Type: CLEANING/JANITORIAL (JANITORIAL SERVICE)

Owner Name: CHAD LAWRENCE
Business Location: 2648 GRIFFIN RD
FT LAUDERDALE
Business Phone: 954-749-2429

Business Opened: 03/01/2001
State/County/Cert/Reg:
Exemption Code: NONEXEMPT

Rooms Seats Employees Machines Professionals
5

Tax Amount	For Vending Business Only			Vending Type:		Total Paid	
	Number of Machines:	Transfer Fee	NSF Fee	Penalty	Prior Years		Collection Cost
33.00	0.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CHAD LAWRENCE
PO BOX 266284
WESTON, FL 33326

Receipt # 13B-10-00007995
Paid 09/29/2011 33.00

2011 - 2012

**FORM 2
PERSONNEL**

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

- A. Name and Title: **Jason Lawrence, Vice President**
- B. Years Experience with:
This Contractor: **Eleven (11) years: 2000 to present**
With Other Similar Contractors: **Ten (10) years: 1990 - 2000 - Bel Air Cleaning**
- C. Education: **South Broward High School
Broward Community College**
Degree(s) **No**
Year/Specialization **not applicable**
- D. Professional References: (List a minimum of 3)
Atlantis Management Services: Troy Modlin, Property Manager (954) 605-5484
Castle Management Group: Rey Nunez, Property Manager (954) 990-3633
Runway Growers, Inc.: Rusty Hayes, President (954) 584-0269
- E. Other Relevant Experience and Qualifications
Twenty one (21) years pressure cleaning experience in Weston
MOT Safety Training Certification (See Page 3a)
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
Five: (1) supervisor/traffic safety monitor, (3) pressure cleaning techs, and (1) pressure cleaning/chlorine prespray tech
- G. Attach applicable licenses for each individual performing services pursuant to this Agreement.
not applicable

**FORM 2
PERSONNEL**

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

- A. Name and Title: **Chad Lawrence, President**
- B. Years Experience with:
This Contractor: **Eleven (11) years: 2000 to present**
With Other Similar Contractors: **Ten (10) years: 1990 - 2000 - Bel Air Cleaning**
- C. Education: **South Broward High School
Broward Community College**
Degree(s) **No**
Year/Specialization **not applicable**
- D. Professional References: (List a minimum of 3)
Atlantis Management Services: Troy Modlin, Property Manager (954) 605-5484
Castle Management Group: Rey Nunez, Property Manager (954) 990-3633
Runway Growers, Inc.: Rusty Hayes, President (954) 584-0269
- E. Other Relevant Experience and Qualifications
Twenty one (21) years pressure cleaning experience in Weston
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
Five: (1) supervisor/traffic safety monitor, (3) pressure cleaning techs, and (1) pressure cleaning/chlorine prespray tech
- G. Attach applicable licenses for each individual performing services pursuant to this Agreement.
not applicable

**FORM 4
REFERENCES**

The CONTRACTOR shall furnish references for providing, in Broward, Miami-Dade or Palm Beach counties, pressure cleaning services for facilities of similar size and scope as the CITY's facilities. Use additional sheets if necessary.

1. Name of Entity: City of Weston
Address: 17200 Royal Palm Boulevard
Weston, FL 33326
Phone Number: 954-385-2000
Principal Contact Person(s): Note: Per RFP, Page 23, E. - unable to provide
Description of Service and Price: Pressure clean sidewalks, curbs, gutters, monuments, pavers, city buildings, park facilities, etc. Current rate effective since 10/07: \$.08 per sq ft.
Year Contract Initiated: not applicable - service provided as needed since 2002
Date of Completion or if not completed yet, anticipated date of completion: n/a and percentage of project completed not applicable
If completed, percentage of the cost of the work performed with your own forces: not applicable

2. Name of Entity: Castle Management Group
Address: 12270 SW 3rd Street, Suite 200
Plantation, FL 33325-2811
Phone Number: 954-792-6000 Ext 898
Principal Contact Person(s): Rey Nunez
Description of Service and Price: Pressure clean sidewalks, curbing, monuments, pavers, and buildings. Price varies per job/community (Average annual sales amount - \$138,616.)
Year Contract Initiated: not applicable - service provided as needed since 2005
Date of Completion or if not completed yet, anticipated date of completion: n/a and percentage of project completed not applicable

CHAPTER 2

▪ Pricing: Form 5	6
▪ Financial Stability: Accountant's Letter	7
▪ Financial Statements/Tax Returns:	
2010 Financial Statement	8 – 13
2010 Federal Tax Return	14 – 21
2009 Financial Statement	22 – 27
2009 Federal Tax Return	28 – 35

FORM 5
PRICING
(revised 10/17/11)

The CONTRACTOR offers the following for providing all labor, materials, equipment, etc. to perform pressure cleaning services in accordance with the scope of work.

\$ 0.08 per square foot (with pre-spray algaecide treatment)

\$ 0.07 per square foot (without pre-spray algaecide treatment)

\$ 80.00 minimum charge for areas less than 1,000 square feet

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Snappy Tax

1492 East Broward Blvd
Ft Lauderdale, FL 33301

Phone: (954) 749-2701
www.SnappyTax.com

We Make Tax Time A Snap

06/24/2011

To Whom It May Concern:

We have been the accountants for Bel Air Maintenance for the past 7 years.

We have reviewed the following financial reports for Bel Air Maintenance, Inc. as of December 31, 2010. These reports are the responsibility of the organization's management. Our responsibility is to express an opinion on these reports based on our review.

We conducted this review and created this report in accordance with generally accepted accounting practices. These practices require that we plan and perform the review to obtain reasonable assurance about whether the financial statements are free of material misstatement. A review includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. A review includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement position. We believe that our review provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bel Air Maintenance, Inc. as of December 31, 2010 in conformity with generally accepted accounting principles.

Sincerely,



Benjamin Burke
Senior Tax Practitioner & Adviser
IRS PTIN# P00413627
IRS EFIN# P00413627
IRS CAF# 650600713R

Bel Air Maintenance, Inc.
Balance Sheet

As of December 31, 2010

	Dec 31, 10
ASSETS	
Current Assets	
Checking/Savings	
Suntrust #5526 (S1)	43,313.64
DC Acct #7233 (S2)	6,535.74
Operating Account	4,807.22
Petty Cash Acct	200.00
Total Checking/Savings	54,856.60
Accounts Receivable	
A/R (A/R)	60,404.88
Total Accounts Receivable	60,404.88
Other Current Assets	
Security/Related Deposits	
Misc/Other Deposits (Utilities)	260.00
Office Rent & Security Deposit (Last Months Rent)	2,060.00
Weston Commercial Center	1,223.00
Total Security/Related Deposits	3,543.00
DEPOSITS (DEPOSIT)	1,785.00
Total Other Current Assets	5,328.00
Total Current Assets	120,589.48
Fixed Assets	
Fixed Assets (MASTER ACCOUNT)	
Less Accum Depreciation	-131,788.00
Computer System (Downtown Computer Services)	4,048.88
Equip & Machinery (Job Related)	
#301 - 2002 SUCO TL - P/W (VIN 1 S900 10 262T3 03574)	7,834.00
#302 - 1999 ASPTTL-525GWT-CHLR (VIN NOVIN 02006 60169)	7,350.00
#303 - 2007 SUCO TL-P/W-CHLR (VIN 1 S900 12 25713 0374)	9,875.00
#304 - 2008 PSI TL-Arrow Board (VIN 11003104)	6,580.00
#305 - 2008 Water Dog (VIN 1 7XFJ 10 2X810 81690)	12,051.00
Total Equip & Machinery (Job Related)	43,690.00
Vehicles	
#101 - 1997 Ford F150 Whi Pk (VIN 2 FTDF 07 W9VCA 1481)	2,500.00
#103 - 1993 Ford F450 TK Whi (VIN 2 FDLF 47 M9PCA 21049)	4,500.00

Bel Air Maintenance, Inc.
Profit & Loss
 January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
Other Income	25.00
General Sales (Undefined) Sales	0.00
Janitorial Service	
Monthly Cleaning	137,143.50
Total Janitorial Service	137,143.50
Maintenance Service	
Irrigation Service	10,213.91
Grounds Maintenance	32,400.16
Janitorial-Maintenance	150.00
F/C - Lawn & Pool Maintenance	13,030.00
Maintenance & Repairs	715.00
Total Maintenance Service	56,509.07
Painting/Sealing Related	32,000.00
Pressure Cleaning	404,660.06
Watering Service	93,732.71
Other Services	
Emergency & Water Damage Related	2,805.00
Floor/Carpet Treatment	6,021.89
Supplies	9,056.06
Misc Other Services	1,450.00
Total Other Services	19,332.95
Residential Services	24,830.00
Customer Discounts	-10,843.90
Sales - Other	0.00
Total Sales	757,364.39
Total Income	757,389.39
Cost of Goods Sold	
Misc Labor	1,675.00
Supplies & Material	54,081.57
Other Subcontractors	3,960.00
Total COGS	59,716.57
Gross Profit	697,672.82
Expense	
Medical - Dental	1,133.00
Professional Fees	1,000.00

Bel Air Maintenance, Inc.

Balance Sheet

As of December 31, 2009

	Dec 31, 09
ASSETS	
Current Assets	
Checking/Savings	
Suntrust #5526 (S1)	11,784.77
DC Acct #7233 (S2)	6,126.46
Operating Account	4,807.22
Petty Cash Acct	200.00
Total Checking/Savings	22,918.45
Accounts Receivable	
A/R (A/R)	61,331.85
Total Accounts Receivable	61,331.85
Other Current Assets	
Security/Related Deposits	
Misc/Other Deposits (Utilities)	334.00
Office Rent & Security Deposit	2,060.00
Weston Commercial Center	1,173.00
Total Security/Related Deposits	3,567.00
Total Other Current Assets	3,567.00
Total Current Assets	87,817.30
Fixed Assets	
Fixed Assets (MASTER ACCOUNT)	
Less Accum Depreciation	-110,758.00
Computer System (Downtown Computer Services)	4,048.88
Equip & Machinery (Job Related)	
#301 - 2002 SUCO TL - P/W VIN 1 S900 10 262T3 03574	7,834.00
#302 - 1999 ASPTTL-525GWT-CHLR VIN NOVIN 02006 60169	7,350.00
#303 - 2007 SUCO TL-P/W-CHLR VIN 1 S900 12 25713 03744	9,875.00
#304 - 2008 PSI TL-Arrow Board VIN 11003104	6,580.00
#305 - 2008 Water Dog VIN 1 7XFJ 10 2X810 81690	12,051.00
Total Equip & Machinery (Job Related)	43,690.00
Vehicles	
#101 - 1997 Ford F150 Whi Pk VIN 2 FTDF 07 W9VCA 14814	2,500.00
#103 - 1993 Ford F450 TK Whi VIN 2 FDLF 47 M9PCA 21049	4,500.00

Bel Air Maintenance, Inc.
Profit & Loss
 January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
General Sales (Undefined)	0.00
Sales	
Janitorial Service	
Monthly Cleaning	158,652.63
Total Janitorial Service	158,652.63
Maintenance Service	
Irrigation Service	18,092.72
Grounds Maintenance	38,103.00
Janitorial-Maintenance	4,203.45
F/C - Lawn & Pool Maintenance	17,085.00
Maintenance & Repairs	3,450.99
Maintenance Service - Other	432.50
Total Maintenance Service	81,367.66
Painting/Sealing Related	56,532.00
Pressure Cleaning	447,779.47
Watering Service	103,585.25
Other Services	
Emergency & Water Damage Related	355.00
Floor/Carpet Treatment	1,975.00
Supplies	11,165.18
Total Other Services	13,495.18
Residential Services	17,283.75
Customer Discounts	-3,900.79
Sales - Other	0.00
Total Sales	874,795.15
Total Income	874,795.15
Cost of Goods Sold	
Misc Labor	620.00
Supplies & Material	65,117.28
Other Subcontractors	8,110.00
Total COGS	73,847.28
Gross Profit	800,947.87
Expense	
Misc Expenses	0.00
Medical - Dental	1,109.56
Professional Fees	
Accounting	1,750.00
Professional Fees - Other	1,810.00
	3,560.00
Total Professional Fees	3,560.00

Bel Air Maintenance, Inc.
Profit & Loss
 January through December 2009

	Jan - Dec 09
Monthly Rental Pymts	
107R - 2006 ChevSlvrdo1500	7,822.44
108R - 2006 ChevExpVn	5,148.24
Total Monthly Rental Pymts	12,970.68
Tags & Registration	1,896.94
Tolls & Parking	633.45
Auto & Equipment Exp - Other	85.45
Total Auto & Equipment Exp	111,073.52
Bad Debt Expense	145.00
Bank/Related	
ATM Fees	829.35
Monthly Fees	1,745.40
Other Bank Fees	264.20
Vendor Fees	768.00
Total Bank/Related	3,606.95
Depreciation Expense (Depreciation Expense)	44,715.00
Insurance	
Auto	17,520.44
Liability	1,491.48
Workers Comp	5,065.16
Total Insurance	24,077.08
1099 Subs	
Subs/Other (1099 N/A)	30,831.45
BAM	186,445.53
1099 Subs - Other	22,925.49
Total 1099 Subs	240,202.47
Salaries & Wages	
Field	29,950.00
Janitorial	1,126.96
Office - Clerical	31,257.39
Special Projects	4,483.47
Salaries & Wages - Other	215,228.19
Total Salaries & Wages	282,046.01
Travel & Lodging	1,163.40
Total Expense	818,813.49
Net Ordinary Income	-17,865.62
Net Income	-17,865.62

CHAPTER 3

- **Litigation History: Bel Air Statement** **36**
- **Bel Air Certificates of Insurance** **37 – 37a**
- **Criminal Convictions: Bel Air Statement** **38**
- **Non-Collusion Certification: Form 6** **39 – 39a**

LITIGATION HISTORY - NONE

Response to RFP Page 24, H.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: D3

DATE (MM/DD/YYYY)

10/05/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER W.F Roemer Insurance Agency <input type="checkbox"/> William F. Dowd <input type="checkbox"/> P.O. Box 190669 <input type="checkbox"/> Fort Lauderdale, FL 33319 <input type="checkbox"/> William F. Dowd III	954-731-5566	CONTACT NAME: William Dowd	PHONE (A/C, No., Ext): 954-731-5566	FAX (A/C, No): 954-731-8438
	954-731-8438	E-MAIL ADDRESS: wdowd@roemer-ins.com	PRODUCER CUSTOMER ID #: BELAI-1	
INSURED Bel Air Maintenance, Inc. <input type="checkbox"/> 2648 Griffin Road <input type="checkbox"/> Ft Lauderdale, FL 33312	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Praetorian Insurance Company			37257
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS A <input checked="" type="checkbox"/> SCHEDULED AUTOS A <input checked="" type="checkbox"/> HIRED AUTOS A <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PICFL0002095	10/04/11	10/04/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Weston; Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.;
 Calvin, Giordano & Associates, and Municipal Technologies, LLC are
 additional insured with respect to Auto Liability as required by written
 contract subject to policy terms and conditions. 30 Days notice of
 cancellation applies except 10 days notice applies for non payment.

CERTIFICATE HOLDER**CANCELLATION**

WESTON2 City of Weston <input type="checkbox"/> 17200 Royal Palm Boulevard <input type="checkbox"/> Weston, FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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CRIMINAL CONVICTIONS - NONE

Response to RFP Page 24, J.

**FORM 6
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is of Vice President of Bel Air Maintenance, Inc. the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other CONTRACTOR, firm, or person to fix the price or prices in the attached RFP, or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other CONTRACTOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and

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CHAPTER 4

- **Drug-free Workplace: Form 7** 40 – 40a
- **Addenda: Form 8** 41
- **Independence Affidavit: Form 9** 42 – 42a
- **Certification to Accuracy of Proposal: Form 10** 43 – 43a

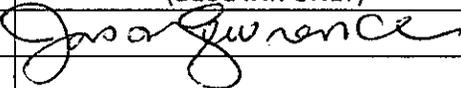
FORM 7
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that does: Bel Air Maintenance, Inc. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

**FORM 8
ACKNOWLEDGMENT OF ADDENDA**

The CONTRACTOR hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFP. In the event the CONTRACTOR fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	10/17/2011	Jason Lawrence	V.Pres.	

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**FORM 9
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Bel Air Maintenance, Inc., the

CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
- b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

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RESPONSE to 2. a. above:

Since 2001 we have provided various services to the City of Weston; including, but not limited to, pressure cleaning, janitorial, and painting. As a result, and to that extent only, business relationships exist with various City officials and employees for which no conflict of interest could be construed.

FORM 10
CERTIFICATION TO ACCURACY OF PROPOSAL

CONTRACTOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Bel Air Maintenance, Inc., the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

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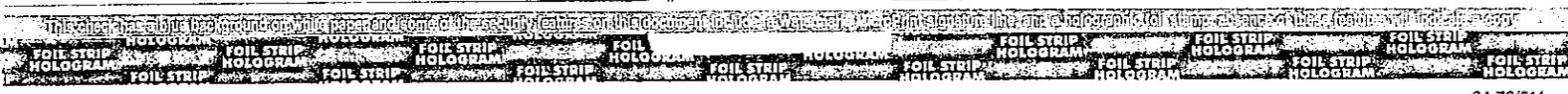
CHAPTER 5

- **Proposal Security: Form 11** **44**

- **FORM 12 – ELECTION COMMITTEE RANKING** **45**

FORM 11
PROPOSAL SECURITY

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).



Official Check

64-79/611
0734994945

		Fraud Protected by Positive Pay		103687	6076780
Purchaser	**BEL AIR MAINTENANCE*	Date	Oct. 24, 2011	Initials (type)	Center
PAY	*****10,000.00****			\$	**10,000.00**
To the Order of	*CITY OF WESTON*			SunTrust Banks, Inc. by its Authorized Agent	
				SunTrust Bank	
Payable at SunTrust Bank				Authorized Signature	

⑈0734994945⑈ ⑆061100790⑆ 7019019996⑈

FORM 12
THE CITY OF WESTON
PRESSURE CLEANING SERVICES -- RFP No. 2011-05
SELECTION COMMITTEE RANKING
SAMPLE

<u>CONTRACTOR</u>	<u>"A"</u>	<u>"B"</u>	<u>"C"</u>	<u>"D"</u>	<u>"E"</u>
<u>Evaluation Criteria</u>					
1. Contractor's Qualifications	_____	_____	_____	_____	_____
2. Contractor's Experience	_____	_____	_____	_____	_____
3. Qualifications of Key Employees	_____	_____	_____	_____	_____
4. Cost to the City	_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____	_____
FINAL RANKING	_____	_____	_____	_____	_____

 Selection Committee Member

 Signature

 Date

CHAPTER 4 – RATE AND FEE SCHEDULE

RFP No. 2011-005 Request for Proposals for

Pressure Cleaning Services

Published September 26 and October 3, 2011

FORM 5
PRICING
(revised 10/17/11)

The CONTRACTOR offers the following for providing all labor, materials, equipment, etc. to perform pressure cleaning services in accordance with the scope of work.

\$ 0.08 per square foot (with pre-spray algaecide treatment)

\$ 0.07 per square foot (without pre-spray algaecide treatment)

\$ 80.00 minimum charge for areas less than 1,000 square feet

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CHAPTER 5 – CERTIFICATE(S) OF INSURANCE

RFP No. 2011-005 Request for Proposals for
Pressure Cleaning Services

Published September 26 and October 3, 2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER TMK RISK MANAGEMENT INC DBA KALLMAN INSURANCE AGENCY PO BOX 266736 WESTON FL 33326	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: LANDMARK AMERICAN INSURANCE COMPANY	
INSURED BEL AIR MAINTENANCE INC. PO BOX 266284 WESTON, FLORIDA 33326	INSURER B: GUARANTEE INSURANCE COMPANY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 100063 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DEDUCTIBLE 500. PER CLAIM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			LBA13242700	09/03/2011	09/03/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			GWIC301000448-111	06/28/2011	10/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
B	WORKERS COMP			GWIC301000448-111	10/01/2011	06/28/2012	EL EACH ACCIDENT, 1,000,000. EL DISEASE POLICY, 1,000,000. EL DISEASE EACH EMPLOYEE 1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF WESTON; WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.; CALVIN, GIORDANO & ASSOCIATES, AND MUNICIPAL TECHNOLOGIES, LLC ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS AND CONDITIONS.
30 DAYS NOTICE OF CANCELLATION APPLIES EXCEPT 10 DAYS NOTICE APPLIES FOR NON PAYMENT.

CERTIFICATE HOLDER

CITY OF WESTON
17200 ROYAL PALM BOULEVARD
WESTON, FL 33326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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