

RESOLUTION NO. 16-1388

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF CUSTODIAL SERVICES AT EAST PARK YOUTH CENTER AND POCKET PARK PLAYGROUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF WESTON CONTRACT 2015-04 WITH BEL AIR MAINTENANCE, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town necessitates custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the Town intends to access City of Weston Contract 2015-04 with Bel Air Maintenance, Inc. for purchase of the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds; and

WHEREAS, the Town Manager recommends authorization to procure custodial services from the current contract between the City of Weston and Bel Air Maintenance, Inc. for custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds not to exceed budgeted funds; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Bel Air Maintenance, Inc. in substantially the form attached hereto as Exhibit "A" for custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds not to exceed budgeted funds.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to utilize City of Weston Contract 2015-04 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Bel Air Maintenance, Inc. for the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds per budgeted funds.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Bel Air Maintenance, Inc. for the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds per budgeted funds.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit "A" with Bel Air Maintenance, Inc. and to execute any required agreements and/or documents to implement the terms and

conditions of the contract and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

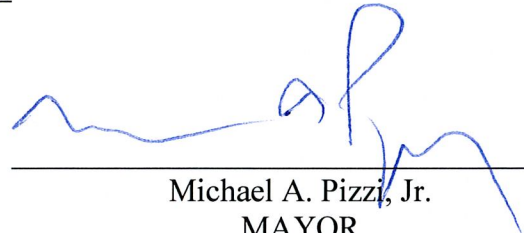
Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 26th day of July, 2016.


The foregoing resolution was offered by MAYOR PIZZI who moved its adoption. The motion was seconded by VICE MAYOR DAUBERT and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>YER</u>
Vice Mayor Tim Daubert	<u>YER</u>
Councilmember Manny Cid	<u>YER</u>
Councilmember Tony Lama	<u>YER</u>
Councilmember Ceasar Mestre	<u>ABSENT</u>
Councilmember Frank Mingo	<u>YER</u>
Councilmember Nelson Rodriguez	<u>YER</u>




Michael A. Pizzi, Jr.
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Bel Air Maintenance, Inc.
for
Custodial Services for East Park Youth Center and Pocket Park
Playgrounds



Agreement

I. Parties

This Agreement, 2016-35, is made this 26th day of July 2016 by and between the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014 and **Bel Air Maintenance, Inc.**, located at P.O. Box 266284, Weston, FL 33326.

II. Recitals

Whereas the Town desires to enter into an agreement with Bel Air Maintenance, Inc. ("Bel Air") for the purchase of Custodial Services for East Park Youth Center and Pocket Park Playgrounds in an amount not to exceed budgeted funds; and

Whereas Bel Air has agreed to provide said services to the Town in accordance with the City of Weston agreement dated May 21, 2015 awarded in accordance with City of Weston RFP 2015-04 Custodial Services, 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 referenced City of Weston agreement, 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 Custodial Services to the Town in accordance with the terms of the above referenced City of Weston 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 contract:

CONTRACT NUMBER

The Town of Miami Lakes' Custodial Services for East Park Youth Center and Pocket Park Playgrounds Contract shall be referenced as Contract # 2016-35.

SUBCONTRACTORS

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

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.

APPLICABLE LAW AND VENUE OF LITIGATION

This contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all terms or conditions the sole venue will be Miami-Dade County, Florida.

V. Points of Contact

The points of contact for the Town shall be:

Contract Management: Christina Semeraro, Procurement Manager
(305) 364-6100 ext. 1122 semeraroc@miamilakes-fl.gov

Project Manager: Tony Lopez, Chief of Operations
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov



Bel Air Maintenance, Inc.

Town of Miami Lakes

Chad Lawrence, President

Name of Signatory: Chad Lawrence

Alex Rey, Town Manager

Approved as to legal form and correctness:

Town Attorney

Attest:

Gina Inguanzo, Town Clerk

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

Bel Air Maintenance, Inc.

P.O. Box 266284
 Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648
 Email: linda@belair-bam.com

Proposal

Date	Number
7/12/16	3955

Customer:
Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014

Service Location/Info:
ML Youth Center

Service Description/Information	Amt
Monthly Custodial Service @ ML Youth Center: \$2,548.09	
Daily (pm) Janitorial Service Monday-Sunday per Town Of Miami Lakes janitorial specs Price based on City Of Weston RPF 2015-4 Community Center square footage rate, page 83 of 95	1,834.99
Daily (am) Janitorial Service Monday-Sunday. Open bathrooms, blow off debris and pick up litter from basketball court, playground, walkways, entrance, exits and grounds surrounding the Youth Center. Price based on hourly rate, City Of Weston RPF 2015-4 page 85 of 95 . (0.6 hours per day)	713.10

Thank you for your consideration - Please advise regarding acceptance

Submitted for your acceptance on behalf of Bel Air Maintenance:

Jason Lawrence
 By: Jason Lawrence, Vice President

Bel Air Maintenance, Inc.

P.O. Box 266284
 Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648
 Email: linda@belair-bam.com

Proposal

Date	Number
7/12/16	3957

Customer:
Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014

Service Location/Info:
Playgrounds

Service Description/Information	Amt
<p style="text-align: center;">Custodial Service @ \$1,989.51</p> <p>Location: City Playgrounds (Qty: 47) P1, P2 (Loch Lomond), P2 (Lake Patricia), P3 (Loch Lomand), P3 (Lake Patricia), P4, P5, P6, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P22, L22, P23, P24, P28, P29, P30, P31, P35, L41, P50, P58, P59, P61, P69, P70, P75, P77, P78, P79, P80, P82, P83, P84, P86, P87, P88, P91.</p> <p>Custodial services provided as per contractual specifications.</p> <p>Note: Piggyback off City of Weston "City Playground" line item # 20 \$507.90 monthly rate for 12 playgrounds @ \$42.33 per park.</p>	1,989.51

Thank you for your consideration - Please advise regarding acceptance

Submitted for your acceptance on behalf of Bel Air Maintenance:

By: Jason Lawrence, Vice President

Exhibit "A"



CUSTODIAL SERVICES

Request for Proposals No. 2015-04

**AGREEMENT
BETWEEN THE
CITY OF WESTON
AND
BEL AIR MAINTENANCE, INC.
FOR
CUSTODIAL SERVICES
RFP NO. 2015-04**

This Agreement is made and entered into the 21st day of May, 2015 by and between the City of Weston, a Florida municipal corporation, ("CITY"), and Bel Air Maintenance, Inc. ("CONTRACTOR") for Custodial Services, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include their designee.

WITNESSETH:

WHEREAS, the CITY solicited Proposals from firms to perform Custodial Services; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Custodial Services; and

WHEREAS, on April 20, 2015, the CITY enacted Resolution No. 2015-48, which ratified or altered the ranking of Proposals for Custodial Services and authorized the appropriate City officials to execute an agreement with the number one 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 WORK

1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, materials, and all other necessary incidentals required to provide custodial services at various City facilities as further described in the scope of work and standards 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 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.

1.2 Level of Service

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 CONTRACTOR shall be responsible for all aspects of custodial services. Restrooms refer to both mens and womens facilities. All square footage stated are only approximate.

A list of the facilities and areas to be serviced are listed below:

1. City Hall, 17200 Royal Palm Blvd. (Approx. 14,000 sq. ft.):

- a) Office areas
- b) Restrooms
- c) Main Lobby & Hallways
- d) Kitchen
- e) City Commission Chambers & Control Room
- f) Entrance/Exit Areas

2. Administrative Services Center, 17250 Royal Palm Blvd. (Approx. 24,000 sq. ft.):

- a) Office areas
- b) Operations Room
- c) Restrooms
- d) Main Lobby & Hallways
- e) Multi-Purpose Rooms
- f) Kitchen
- g) Elevator
- h) Sleeping Rooms
- i) Entrance/Exit Areas

3. Public Works Services Center, 2599 South Post Road (Approx. 12,000 sq. ft.):

- a) Office areas
- b) Restrooms
- c) Lobby and Hallways

- d) Kitchen
- e) Garage Area
- f) Entrance/Exit Areas
- g) Gas Pump Areas

4. **Community Center, 20200 Saddle Club Road (Approx. 7,000 sq. ft.):**
 - a) Office areas
 - b) Restrooms
 - c) Waiting Area/Main Lobby & Hallways
 - d) Kitchen
 - e) Multi-Purpose Rooms
 - f) Entrance/Exit Areas

5. **Regional Park Maintenance Building, 20200 Saddle Club Road (Approx. 500 sq. ft.):**
 - a) Office areas & Hallways
 - b) Restrooms
 - c) Kitchen

6. **Soccer Building, 20200 Saddle Club Road (Inside Regional Park) (Approx. 1,000 sq. ft.):**
 - a) Main Room & Hallways
 - b) Restrooms

7. **Football Building, 600 Indian Trace (Inside Tequesta Trace Park) (Approx. 500 sq. ft.):**
 - a) Main Room & Hallways
 - b) Restrooms

8. **Regional Park Restroom Buildings, 20200 Saddle Club Road:**
 - a. Restrooms Type A (Approx. 616 sq. ft)
 - b. Restrooms Type B (Approx. 400 sq. ft)
 - c. Restrooms Type C (Approx. 550 sq. ft)

9. **Tequesta Trace Park Restroom Buildings, 600 Indian Trace:**
 - a. Restrooms Type B-1 (Approx. 510 sq. ft)
 - b. Restrooms Type B-2 (Approx. 375 sq. ft)
 - c. Restrooms Type B-3 (Approx. 475 sq. ft)

10. **Vista Park Restroom Buildings, 600 Indian Trace (Approx. 300 sq. ft.):**
 - a. Restrooms

11. **Emerald Estates Restroom Buildings, 16400 Emerald Park Circle (Approx. 340 sq. ft.):**
 - a. Restroom

12. **Gator Run Park Restroom Building, 1101 Glades Parkway**
 - a. Restroom

13. Town Center Linear Park Restroom Building, 1900 Bell Tower Lane (Approx. 500 sq. ft.):

- a) Restroom

14. Library Park Restroom Building, 4255 Bonaventure Blvd (Approx. 440 sq. ft.):

- a. Restroom

15. Bus Shelters, 14 in various locations on Weston Road:

- a) Glass surfaces
- b) Structure and furniture
- c) Floor
- d) Roof
- e) Trash Container
- f) Immediate area

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SECTION 2 – STANDARDS OF WORK

2.1 Intent

- A. **Schedule of Work** – By the 25th 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.

2.2 Tasks and Schedule

A. City Hall, 17200 Royal Palm Blvd.

1. Restrooms (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean mirrors, chrome and stainless steel surfaces
 - c. Sanitize all restroom counters and fixtures
 - d. Clean and disinfect all toilets and fixtures
 - e. Wipe and disinfect both sides of restroom partitions
 - f. Clean both sides of all doors
 - g. Sweep and wet mop hard surface floors with germicidal cleaner
 - h. Restock paper goods and soap dispensers
2. Office areas (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
 - d. Clean all glass partitions
 - e. Spot clean all surface smudges and fingerprints
3. Main Lobby (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted area
 - c. Wet mop lobby floor
 - d. Wipe and clean all partitions, tables and shelving
 - e. Spot clean all smudges and fingerprints on glass surfaces
 - f. Dust and clean all furniture
4. Kitchen (5x weekly, Monday thru Friday)
 - a. Empty trash receptacle and recycling bins and replace liners
 - b. Sweep and wet mop all hard surface floors with a germicidal cleaner
 - c. Vacuum mats
 - d. Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and refrigerator

5. City Commission Chambers & Control Room (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Clean and disinfect all counters
 - d. Dust all furniture, ledges, window sills, all low and high reach areas
6. Entrance/Exit Areas (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean cigarette urns, exterior benches and tables
 - c. Vacuum all interior and exterior floor mats
 - d. Clean all glass doors, interior and exterior
7. Other Services & Frequencies
 - a. Clean and sanitize telephones 1x per week
 - b. Spot clean all carpeted areas as needed
 - c. Clean all return air vents and air supply vents 1x per month
 - d. Clean all interior and exterior windows 1x per month
 - e. Dust all window blinds 1x per month
 - f. Steam clean all carpeting 2 x per year
 - g. Steam clean/scrub all tile and grout surfaces 1x per year
 - h. Additional cleaning of lobby and public restrooms for City Commission meetings approx 20 x per year
 - i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month

B. Administrative Services Center, 17250 Royal Palm Blvd.

1. Restrooms (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean mirrors, chrome and stainless steel surfaces
 - c. Sanitize all restroom counters and fixtures
 - d. Clean and disinfect all toilets and fixtures
 - e. Wipe and disinfect both sides of restroom partitions
 - f. Clean both sides of all doors
 - g. Sweep and wet mop hard surface floors with germicidal cleaner
 - h. Restock paper goods and soap dispensers
2. Office areas and Operations Room (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
 - d. Clean all glass partitions
 - e. Spot clean all surface smudges and fingerprints

3. Main Lobby (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted area
 - c. Wet mop lobby floor
 - d. Wipe and clean all partitions, tables and shelving
 - e. Spot clean all smudges and fingerprints on glass surfaces
 - f. Dust and clean all furniture

4. Multi-purpose Room/Kitchen (5x weekly, Monday thru Friday)
 - a. Empty trash receptacle and recycling bins and replace liners
 - b. Sweep and wet mop all hard surface floors with a germicidal cleaner
 - c. Vacuum mats
 - d. Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and refrigerator
 - e. Set up tables and chairs as per staff instructions.

5. Entrance/Exit Areas (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean cigarette urns, exterior benches and tables
 - c. Vacuum all interior and exterior floor mats
 - d. Clean all glass doors, interior and exterior

6. Sleeping Rooms (1x per week)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Clean and sanitize surfaces

7. Other Services & Frequencies
 - a. Clean and sanitize telephones 1x per week
 - b. Spot clean all carpeted areas as needed
 - c. Clean all return air vents and air supply vents 1x per month
 - d. Clean all interior and exterior windows 1x per month¹
 - e. Exterior Window Washing and Cleaning ~~1x per month~~ 4x per year¹
 - f. Steam clean all carpeting 2 x per year
 - g. Exterior Window Washing 1 x per month

C. Public Works Services Center, 2599 South Post Road

1. Restroom (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean mirrors, chrome and stainless steel surfaces
 - c. Sanitize all restroom counters and fixtures

¹ Addendum 1

- d. Clean and disinfect all toilets and urinals
 - e. Wipe and disinfect both sides of restroom partitions
 - f. Clean both sides of all doors
 - g. Sweep and wet mop hard surface floors with germicidal cleaner
 - h. Restock paper goods and soap dispensers
2. Office Areas (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
 - d. Clean all glass partitions
 - e. Spot clean all surface smudges and fingerprints
 - f. Sweep and mop all hard surface floors with germicidal cleaner
 3. Kitchen (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and recycling bins and replace liners
 - b. Sweep and wet mop all hard surface floors with germicidal cleaner
 - c. Vacuum mats
 - d. Clean and disinfect sink, counters, tables, cabinets and appliances including the interior of the microwave and refrigerator
 4. Lobby and Hall (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Sweep and wet mop all hard surface floors with a germicidal cleaner
 - d. Clean all partitions, tables and shelving
 - e. Spot clean all surface smudges and fingerprints
 - f. Dust and clean furniture
 5. Garage Area (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Clean and sanitize water fountain and polish sinks
 - c. Spot check floor and clean spills, stains, etc.
 - d. Wipe down all exterior surfaces of person doors
 6. Entrance/Exit Areas (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all interior and exterior floor mats
 - c. Clean interior and exterior of all glass door
 7. Gas Pump Area (5x weekly, Monday thru Friday)
 - a. Empty trash receptacles and replace liners
 - b. Remove bugs and spider webs from underside canopy

OWNER INITIALS ps

CONTRACTOR INITIALS CJ

- c. Wash/remove bugs from floor
- d. Restock paper towels
- e. Pick up and dispose of litter in the immediate area

8. Other Services & Frequencies

- a. Clean and sanitize telephones 1x per week
- b. Spot clean carpets as needed
- c. Clean all return air vents and air supply vents 1x per month
- d. Clean all interior and exterior windows 1x per month
- e. Dust all window blinds 1x per month
- f. Steam clean all carpeting 2x per year
- g. Machine scrub all hard surface floors 1x per year
- h. Steam clean/scrub all tile and grout surfaces 1x per year
- i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month
- j. Mezzanine area in Garage: Dust and wipe all railing and wet mop floor

D. Community Center, 20200 Saddle Club Road

1. Restrooms (7x per week)

- a. Empty trash receptacles and replace liners
- b. Clean mirrors, chrome and stainless steel surfaces
- c. Sanitize all restroom counters and fixtures
- d. Clean and disinfect all toilets and urinals
- e. Wipe and disinfect both sides of all restroom partitions
- f. Clean both sides of all doors
- g. Sweep and wet mop hard surface floors with a germicidal cleaner
- h. Restock paper goods and soap dispensers

2. Office Areas (5x per week, Monday thru Friday)

- a. Empty trash receptacles and replace liners
- b. Vacuum all carpeted areas
- c. Dust offices including furniture, ledges, window sills, all low and high reach areas
- d. Clean all glass partitions
- e. Spot clean all surface smudges and fingerprints
- f. Sweep and mop all hard surface floors with germicidal cleaner

3. Waiting Area/Main Lobby & Hallways (7x per week)

- a. Empty trash and replace liners
- b. Vacuum all carpeted areas
- c. Sweep and wet mop all hard surface floors with germicidal cleaner
- d. Wipe and clean all partitions, tables, chairs and shelving
- e. Dust and clean all furniture
- f. Spot clean all surface smudges and fingerprints

4. Kitchen (7x per week)
 - a. Empty trash receptacles and replace liners
 - b. Sweep and wet mop all hard surface floors with germicidal cleaner
 - c. Vacuum mats
 - d. Clean and disinfect sink, counters, tables, cabinets and appliances including the interior and exterior of microwave and refrigerator

5. Multipurpose Rooms (7x per week)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Clean and sanitize tables and chairs
 - d. Set up tables and chairs as per staff instructions

6. Entrance/Exit Areas (7x per week)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all interior and exterior mats
 - c. Clean interior and exterior of all glass doors
 - d. Pick up and dispose of litter in the immediate area
 - e. Remove all bugs and spider webs

7. Other Services & Frequencies
 - a. Clean and sanitize telephones 1x per week
 - b. Spot clean carpets as needed
 - c. Clean all return air vents and air supply vents 1x per month
 - d. Clean all interior and exterior windows 1x per month
 - e. Dust all window blinds 1x per month
 - f. Steam clean all carpeting 2x per year
 - g. Machine scrub all hard surface floors 1x per year
 - h. Steam clean/scrub all tiles and grout surfaces 1x per year
 - i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month

E. Regional Park Maintenance Building, 20200 Saddle Club Road

1. Vacuum all carpeted areas 5x per week
2. Dust all furniture, window sills, ledges, high and low reach areas 5x per week
3. Clean and sanitize telephones 1x per week
4. Spot clean carpets as needed
5. Dust window blinds 1x per month
6. Clean all return air vents and air supply vents 1x per month
7. Steam clean carpeting 2x per year

F. Soccer Building, 20200 Saddle Club Road (Inside Regional Park)

1. Restroom (3x weekly)
 - a. Empty all trash receptacles and replace liners

- b. Clean mirrors, chrome and stainless steel surfaces
 - c. Clean and disinfect all toilets and urinals
 - d. Sweep and wet mop hard surface floors with germicidal cleaner
 - e. Restock paper goods and soap dispensers
- 2. Main Room (3x weekly)
 - a. Empty trash receptacles and replace liners
 - b. Vacuum all carpeted areas
 - c. Sweep and wet mop hard surface floors with germicidal cleaner
 - d. Dust all furniture and all low and high reach areas
 - e. Spot clean surface smudges and fingerprints on counters, window and glass doors
 - 3. Other Services & Frequencies
 - a. Clean all return air vents and air supply vents 1x per month
 - b. Dust window blinds and clean window sills 1x per month
 - c. Clean interior and exterior of all glass doors and windows 1x per month

G. Football Building, 600 Indian Trace (inside Tequesta Trace Park)

- 1. Empty trash receptacles and replace liners 1x per week
- 2. Sweep and mop hard surface floors with germicidal cleaner 1x per week
- 3. Dust windows blinds and window sills 1x per month
- 4. Clean all return air vents and air supply cents 1x per month

H. All Parks Restroom Buildings, Various Locations (except Town Center, Library Park)²

- 1. Empty trash receptacles and replace liners 7x per week
- 2. Clean mirrors, chrome and stainless steel surfaces 7x per week
- 3. Sanitize all restroom counters and fixtures 7x per week
- 4. Clean and disinfect all toilets and urinals 7x per week
- 5. Clean and disinfect both sides of all restroom partitions 7x per week
- 6. Clean both sides of al doors 7x per week
- 7. Sweep and wet mop hard surface floors with germicidal cleaner 7x per week
- 8. Pick up and dispose of litter in the immediate are 7x per week
- 9. Restock paper goods and soap dispensers 7x per week
- 10. Restroom in Regional, Vista and Tequesta Parks shall be cleaned at a minimum of 2 x per day Monday-Friday and 3 x per day on Saturday and Sundays.

I. Town Center Linear Park Restroom Building, 1900 Bell Tower Lane

- 1. Clean mirrors, chrome and stainless steel surfaces 1x per week
- 2. Empty trash receptacles and replace liners 1x per week
- 3. Sanitize all restroom counters and fixtures 1x per week
- 4. Clean and disinfect all toilets and urinals 1x per week

² Addendum 1

5. Clean and disinfect both sides of all restroom partitions 1x per week
6. Clean both sides of all doors 1x per week
7. Sweep and wet mop hard surface floors with germicidal cleaner 1x per week
8. Pick up and dispose of litter in the immediate area 1x per week
9. Restock paper goods and soap dispensers 1x per week

J. Library Pak Restrooms, 4255 Bonaventure Blvd

1. Clean mirrors, chrome and stainless steel surfaces 2x per week
2. Empty trash receptacles and replace liners 2x per week
3. Sanitize all restroom counters and fixtures 2x per week
4. Clean and disinfect all toilets and urinals 2x per week
5. Clean and disinfect both sides of all restroom partitions 2x per week
6. Clean both sides of all doors 2x per week
7. Sweep and wet mop hard surface floors with germicidal cleaner 2x per week
8. Pick up and dispose of litter in the immediate area 2x per week
9. Restock paper goods and soap dispensers 2x per week

K. Bus Shelters, 14 16³ in various locations on Weston Road

- a. Empty all trash receptacles and replace liners 2x per week
- b. Pick up and dispose of litter in the immediate area 2x per week
- c. Sweep/blow debris from floor 2x per week
- d. Spot clean surface smudges and fingerprints on glass surface 2x per week
- e. Remove spider webs/bugs from shelter and furniture 1x per week
- f. Wipe and disinfect furniture 1x per week
- g. Clean both sides of all glass surfaces 1x per week
- h. Pressure clean pavers and concrete areas 1x every 3 months
- i. Clean metal roof surface 1x every 3 months

L. Outdoor Playground Surfaces, 12 in various locations in City Parks³

- a. Clean, rinse and disinfect all playground equipment and furniture exterior surfaces with safe and applicable products 1 x month
- b. Pick up and dispose of litter in the immediate area 1x per month

2.3 Tasks Descriptions

- A. Entrance & All Interior Floors.** All floors shall be swept or dust-mopped to remove loose soil and dust prior to wet mopping. All accessible floor areas shall be mopped to remove soil, scuff marks, and stains. Entire area includes under chairs, trash receptacles, desks and other furniture, behind doors and corners, which are accessible. After mopping, the floors shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks. Clean mop heads should be used nightly.

³ Addendum 1

- B. **Carpeted Areas.** All carpeted areas shall be vacuumed free of all visible debris. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, and dust. Carpets should be checked daily for stains and all dirty spots/stains shall be treated with a carpet spot cleaning solution following the direction of the manufacturer for the specific carpet and stain involved.
- C. **Entrance Mats.** Entrance mats shall be vacuumed. Entrance mats shall be lifted to clean underneath. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust and other debris.
- D. **Wastebaskets.** All waste receptacles within and *immediately outside all⁴* buildings shall be emptied each evening and returned to their initial location. Empty and damp wipe all wastebaskets and remove all trash (insert liner in wastebaskets). All trash shall be placed in dumpster on sites.
- E. **Dusting.** Dust all surfaces, including furniture, chairs, files, equipment, windowsills, blinds, ledges, wall hangings, cubicle wall tops, restroom lockers, door tops, tops and side of book shelves and cabinets, etc. with a treated microfiber cloth. A properly dusted area shall be free of all dust, dirt, lint and cobwebs.
- F. **Door Handles, Door Knobs, Handrails and Push Plates.** Items shall be wiped down and embedded dirt removed with the appropriate cleaning product.
- G. **Walls, Doors, Partitions and Light Switches.** Spot wash to remove smudges, marks and fingerprints from such areas as walls, equipment, doors, partitions and light switches.
- H. **Entrance Doors, Interior Glass/Windows:** Completely clean interior and exterior door glass. Clean both sides of the glass door metal frame. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
- I. **Lounge/Kitchen Tables, Counters, Chairs, Sofas (Offices, Public Areas, Meeting Rooms and Lounges).** Remove all non-permanent stains, spots and spills using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Cloth chairs shall have cushions vacuumed and dusted.
- J. **Drinking Fountains.** Wash/disinfect water fountains. Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all surfaces including the orifice and drain. Stainless steel section shall be polished with an appropriate cleaner.
- K. **Elevators.** Remove all soil, dirt and fingerprint marks with an approved cleaner. Polish metal/wood surfaces with an approved polish; the surface shall be free of smudges and have

⁴ Addendum 1

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CONTRACTOR INITIALS *CL*

a shiny appearance. Elevator floors shall be swept, vacuumed and wet mopped. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt.

- L. **Restrooms.** Completely clean and disinfect all exposed surfaces of the toilets and urinals with detergent disinfectant, beginning with seats and working down. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. Pour one ounce of bowl cleaner into urinal after cleaning and do not flush. All fixtures shall present a clean, bright, shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc. including the metal hardware. Stopped-up toilets shall be plunged free of obstructions.
- M. **Paper Products and Soap Dispensers.** Re-supply all toilet paper, toilet seat covers, sanitary napkin bags, paper towels and soap dispensers to their maximum level. Dispensers shall be refilled with the proper product for that dispenser. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported to Project Manager, who in turn will notify the Facilities Project Coordinator via email.
- N. **Restroom Trash Receptacles.** All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside and housing of the receptacle shall be cleaned with a germicidal cleaner.
- O. **Counter Tops, Mirrors and Sinks.** Completely clean and disinfect all exposed surfaces of the sink, counter top and mirrors. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported to the CITY.
- P. **Shower/Restroom Walls, Partitions, Floors and Doors.** Clean the shower walls, curtains, shower floors, partition walls, doors and walls surrounding the urinals and toilets using an approved germicidal cleaner. Remove any non-permanent stains, spots, streaks, etc. Clean the shower drains. This also includes the light switches, doors, and any of the walls within the restroom. After cleaning, all areas shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.
- Q. **Non-Specified Cleaning.** The CONTRACTOR is expected to use their professional judgment to perform necessary cleaning which may not be specifically detailed or scheduled in these standards, including but not limited to cleaning up spills, stains and other unforeseen occurrences. The CITY will not be charged for cleaning not specifically outlined unless the CITY deems that it exceeds the scope of work of these specifications and is agreed upon by the CONTRACTOR and the CITY prior to work being performed.

R. **Surfaces.** All areas and surfaces designated to be serviced by the CONTRACTOR shall be left daily in a clean, sanitary and neat condition and in the highest level of appearance. CONTRACTOR personnel shall perform all required services in a workman-like and professional manner.

S. **Playground Equipment and Furniture.**⁵ CONTRACTOR shall clean, rinse and disinfect all exterior areas and surfaces of playground equipment and furniture using safe applicable Environmental Protection Agency (EPA) registered/approved products. Surfaces shall include, but not be limited to, all handrails, slides, poles, swings and climbing elements. CONTRACTOR shall follow procedures indicated on the product label. Product information data shall be submitted to the City for review. CONTRACTOR is fully responsible for the product and methods used. Damages to the playground equipment surfaces shall be the responsibility of the CONTRACTOR to replace/repair. Areas to be serviced by the CONTRACTOR shall be left daily in a clean, sanitary and neat condition and in the highest level of appearance. CONTRACTOR shall secure site during cleaning to prevent use by the public. CONTRACTOR personnel shall perform all required services in a workman-like and professional manner.

Playgrounds are located at the following City Parks: **Country Isles Park**, 2260 Country Isles Road; **Emerald Estates Park**, 16400 Emerald Estates Drive; **Gator Run Park**, 1101 Gator Parkway; **Indian Trace Park**, 400 Indian Trace; **Peace Mound Park**, 1300 Three Village Road; **Tequesta Trace Park**, 600 Indian Trace; **Vista Park**, 18800 Vista Park Boulevard; **Emerald Estates Park**, 16400 Emerald Estates Drive; **Weston Regional Park (two playgrounds)**, 20200 Saddle Club Road.

2.4 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.

2.5 Property Damage

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.

⁵ Addendum 1

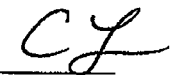
2.15 Work Order (Service Request) Completion Information Input

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced (e.g. street light pole#, monument sign, irrigation pump, etc), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

2.6 Extra Work

The CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

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SECTION 3 – STANDARDS OF CONTRACTOR

3.1 Intent

The CONTRACTOR shall be an independent contractor and the individuals assigned to work for the CITY by the CONTRACTOR shall be subject to the approval of the CITY, and will not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

3.2 Facilities

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

3.3 Identification

CONTRACTOR shall not use or create any badge containing the City name, logo or any other reference thereof for identification. CONTRACTOR shall use only a City issued identification badge

3.4 Experience, Licensing and Qualifications

Experience - CONTRACTOR shall have a minimum of five years experience in providing Custodial services of a similar scope as those services desired by the CITY. CONTRACTOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.

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

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

B. **Service and Incorporated** - CONTRACTOR shall have been in continuous service and incorporated in the State of Florida for a minimum of five (5) years.

3.5 Relationship Contact

The CONTRACTOR shall maintain at a minimum one Relationship Contact for this contract based at a principal or branch location within Florida. The Relationship Contact shall be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact shall be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the CITY. The Relationship Contacts shall use their

experience and training to prevent, detect and control adverse conditions by physically inspecting the work site(s) regularly.

3.6 Subcontracting Work

A. Award of Subcontracts and Other Contracts for Portions of the Work

As part of submission for this RFP, the CONTRACTOR shall furnish in writing to the CITY the names of persons or entities proposed for each principal portion of the Work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by the CITY.

The CONTRACTOR shall be responsible and liable to the CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

B. Sub-contractual Relations

By listing the names of each as set forth in Exhibit/Forms 11C", attached hereto and made a part hereof, the CONTRACTOR shall require each Sub-Contractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward the CITY. Each sub-contract agreement, between the CONTRACTOR and a Sub-Contractor, shall preserve and protect the rights of the CITY under the Agreement with respect to the Work to be performed by the Sub-Contractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Sub-Contractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Agreement, has against the CITY. Where appropriate, the CONTRACTOR shall require each Sub-Contractor to enter into similar agreements with Sub-Contractors. The CONTRACTOR shall make available to each proposed Sub-Contractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Sub-Contractor shall be bound, and upon written request of the Sub-Contractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Sub-Contractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Contractors.

3.7 Drug-Free Workplace

CONTRACTOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida States.

3.8 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under the CITY's current Agreement to the CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to the residents of the CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, the CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

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SECTION 4 – STANDARDS OF LABOR AND MATERIALS

4.1 Required Inspection Services

Labor

The CONTRACTOR shall provide a sufficient number of supervised staff to complete the custodial duties at all facilities as outlined in this Section.

Prior to working in the CITY, all managers and employees of CONTRACTOR, independent contractors, and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted. The analysis of the background check shall focus only on those offenses that most directly impact both children and adults, which include but are not limited to the following:

- Any illegal activity of a sexual nature;
- Acts of violence;
- Acts of lewd or lascivious behavior;
- Drug possession and/or drug distribution; and,
- Repeated public intoxication.

A background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility of the CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each City fiscal year (beginning October 1st) the CONTRACTOR shall submit written certification to the CITY that CONTRACTOR has complied with the City's requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with the CONTRACTOR after the commencement of the Agreement, during a City fiscal year, the CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of the CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the agreement

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 under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- 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 fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the custodial services for the CONTRACTOR and be capable of directing all regular maintenance and additional custodial 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 or Sub-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 or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-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.
- 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. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. 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.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **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
- H. **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 occurrence.
- I. **Securing Facilities** - The CONTRACTOR shall be responsible for keeping all buildings locked while performing custodial duties on premises. The CONTRACTOR is also responsible for ensuring that no unauthorized personnel are permitted into any CITY facility while the CONTRACTOR is in the facility. The CONTRACTOR shall be responsible for locking all doors and turning lights off when they leave premises.

- J. **Paper/Documents on Floor** - All papers found on floor shall be placed on the nearest desk or counter to prevent loss of important papers or documents.
- K. **Responding to Complaints** - All cleaning complaints shall be responded to and corrected within a four (4) hour time limit. All complaints and corrections shall be directed through the delegated City personnel.
- L. **Keys** - The CITY shall provide the CONTRACTOR with sufficient keys, including electronic keys, to permit entry to facilities to carry out responsibilities of the contract. All keys issued to the CONTRACTOR are the responsibility of the CONTRACTOR. All keys provided remain the property of the City and shall not be duplicated.

The CONTRACTOR shall provide a list of personnel issued a key and shall be responsible for amendments made to this list. Lost, missing, or stolen keys may be cause for a complete lock replacement and must be immediately reported to the City's representative. The cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be at the CONTRACTOR's expense. The City shall have the right to audit the control of keys, and request an accounting of all at anytime.

- M. **Moving Furniture and Equipment** - The CONTRACTOR shall move and return to original position all furniture and equipment (i.e., chairs, trash cans, mats, tables, etc) necessary to properly perform custodial services.

Damage - The CONTRACTOR shall at all times guard against damage or loss to the property of the City or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

The CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on City property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated City personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

City Equipment - The CONTRACTOR and their employees shall not use any City equipment to include but not limited to microwave ovens, copy machines, fax machines, computers, audio visual equipment, typewriters, telephones, etc. The City reserves the right to request termination of any CONTRACTOR employees utilizing City equipment.

The Contractor and their employees are not allowed to use any City telephones, except in the case of an emergency. (Emergency is defined as an urgent need for assistance).

4.2 Materials

The following products, or an equal approved by the CITY, shall be used in performing the tasks described in Section 2:

1. Cottenelle toilet tissue (City Hall, Public Works, Administrative Services Center & Community Center)
2. Signature Preference Ultra C-fold paper towel (City Hall, Public Works, Administrative Services Center & Community Center)
3. Urinal block w/screen – cherry (City Hall, Public Works, Administrative Services Center & Community Center)
4. Center pull blue paper towel (Public Works Gas Pump area only)
5. Choice pink hand soap (City Hall, Public Works, Administrative Services Center & Community Center)
6. Purell hand sanitizer foam refills (City Hall, Public Works, Administrative Services Center & Community Center)
7. Lysol neutral-air dispenser refills (City Hall, Public Works, Administrative Services Center & Community Center)
8. Toilet seat covers (City Hall, Public Works, Administrative Services Center & Community Center)

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SECTION 5 – STANDARDS OF INSURANCE

5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. The City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for the City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of the CITY.
- F. The CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. The CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 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 shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the CONTRACTOR's insurance company and the CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of the CITY. CONTRACTOR's insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses amounts below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

5.2 Specific Coverage

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.

Commercial General Liability

CONTRACTOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.

Business Automobile Liability

CONTRACTOR shall provide evidence of Business Automobile Liability on standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

Theft/Vandalism/Damage Liability

~~CONTRACTOR shall provide evidence of Theft/Vandalism/Damage Liability, and including per employee limits of not less than \$25,000 covering all work performed under this Agreement. Coverage shall include liability for dishonest acts of the CONTRACTOR's employees against the CITY.~~

Employee Dishonesty Coverage

CONTRACTOR shall provide Employee Dishonesty Coverage to include liability for dishonest acts of the CONTRACTOR's employees against the City including Theft. Limits shall be not less than \$25,000 per employee.⁶

Umbrella or Excess Liability

Umbrella polices are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name the City as Additional Insured and coverage shall be provided on a "Follow Form" basis.

Pollution Liability

For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Sub-Contractors

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.

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SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by the City Commission, the CONTRACTOR shall furnish to the CITY an executed Performance and Payment Bond in an amount equal to 100% of the estimated cost of the Agreement for the first year of the Agreement as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. **Bond shall be submitted on Form 13 provided by the CITY.** The condition of this obligation is such that, if the CONTRACTOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless the CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. Surety companies issuing Performance and Payment 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 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 Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. The bond shall be issued by a Florida resident agent.
- C. A Performance and Payment Bond shall 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 five years.
- D. 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 a minimum Policyholders ratings of A-Class VII or higher. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the CITY.

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

- F. **Duration of Bonds:** Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement; however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to the CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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OWNER INITIALS *PS*

CONTRACTOR INITIALS *CF*

SECTION 7 – GENERAL CONDITIONS

7.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2018.

7.2 No work shall commence until the Notice to Proceed shall be issued by the CITY.

7.3 Termination

- A. This Agreement may be terminated for cause by action of the City Commission if the CONTRACTOR is in breach and has not corrected the breach within 60 days after written notice from the CITY identifying the breach, or for convenience by action of the City Commission upon not less than 60 days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within 60 days after written notice from the CONTRACTOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. 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.
- E. 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 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.

F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages. CONTRACTOR is responsible for completing any and all outstanding work which commenced prior to termination, including but not limited to, closeout of any open or outstanding permits applications, certificates of occupancy, etc.; as well as, performing any required inspections and final inspections.

7.4 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

7.5 CONTRACTOR agrees and acknowledges that CONTRACTOR's failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

7.6 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 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.

7.7 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of the City Commission.

7.8 **Compensation**

A. The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit/Forms 11A", 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 Work.

B. 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. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- C. 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 the CITY 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.
- D. 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, or other method as determined by the CITY in its sole discretion.
- E. Beginning on April 1, 2016 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the twelve month change in the February Consumer Price Index-(CPI) All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84= 100, Bureau of Labor Statistics Series ID's: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed five percent (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

7.9 Taxes

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

7.10 Verbal Agreements

- A. 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.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of the City Commission. The purchase of goods or services for "Extra Work" may be purchased in accordance with the terms, conditions and prices within the Agreement.

7.11 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.

7.12 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. A CONTRACTOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, 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 Agreement being terminated, at the CITY'S sole discretion.

7.13 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.

7.14 Familiarity with Laws and Ordinances

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 Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to the CITY in writing without delay.

7.15 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of the City Manager or designee.

7.16 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY 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.

- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY 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.
- C. CONTRACTOR shall indemnify CITY 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 Agreement. 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.
- D. 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.
- E. 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 to 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.

7.17 Miscellaneous

- A. **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 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.
- B. **Audit and Inspection Rights and Retention of Records.**
 - 1. 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.

2. 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 years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period.
3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three 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.
5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the Agreement for CONTRACTOR services.

C. Public Records

CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer at no cost to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
5. If the CONTRACTOR does not comply with a public records request, the CITY shall enforce the Agreement provisions in accordance with this Agreement.

D. 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.

OWNER INITIALS ps

CONTRACTOR INITIALS CJ

E. 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 an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement 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 an Agreement 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 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, CONTRACTOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.

F. 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.

G. Notices. Whenever either party desires to give notice to the other, such notice shall 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
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

With a copy to:

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

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

- H. 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.
- I.** 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.
- J.** 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 Agreement, from having any conflicts within the meaning of this section.
- K. 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.

- L. **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 days after the finding by the court becomes final.
- M. **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.
- N. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and 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 Sections 1 through 7 of this Agreement shall prevail and be given effect.
- O. **Applicable Law and Venue; Attorney's 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 Agreement 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.
- P. **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 and approved by the City Commission.

OWNER INITIALS AS

CONTRACTOR INITIALS CL

- Q. **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- R. **Multiple Originals.** This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- S. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- T. **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.
- U. **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.
- V. **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.
- W. **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.
- X. **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.

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OWNER INITIALS AB

CONTRACTOR INITIALS CJ

SECTION 8 – SPECIAL CONDITIONS

None.

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OWNER INITIALS AB

CONTRACTOR INITIALS CY

AGREEMENT BETWEEN THE CITY OF WESTON AND BEL AIR MAINTENANCE, INC. FOR CUSTODIAL SERVICES, RFP NO. 2015-04

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 20th day of April, 2015; and Bel Air Maintenance, Inc. authorized to execute same, through its President.

ATTEST:

Patricia A. Bates, MMC, City Clerk

CITY OF WESTON, through its
City Commission

By: [Signature]
Daniel J. Stermer, Mayor

 day of , 201

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

20th day of May, 2015

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

By: [Signature]
Jamie Alan Cole, City Attorney

20th day of May, 2015

AGREEMENT BETWEEN THE CITY OF WESTON AND BEL AIR MAINTENANCE, INC. FOR
CUSTODIAL SERVICES, RFP NO. 2015-04

CONTRACTOR, Bel Air Maintenance, Inc.

By: Chad Lawrence, President
Chad Lawrence, President

18th day of May, 2015

WITNESSES:

Gaetana Biondo

Gaetana Biondo
Print Name

[Signature]

Loukeisha Pierre
Print Name

OWNER INITIALS [Signature]

CONTRACTOR INITIALS CL

AGREEMENT 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):

Chad Lawrence

Jason 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.

Name	Address	Title
<u>Chad Lawrence</u>	<u>1314 SE 1st St., Ft. Lauderdale, FL 33301</u>	<u>Pres.</u>
<u>Jason Lawrence</u>	<u>1298 SW 30th Ave., Ft. Lauderdale, FL 33312</u>	<u>V.P. - authorized signer</u>
<u>as per Resolution of Board of Directors provided as requested.</u>		

If a corporation, in what state incorporated: Florida

Date Incorporated: September 8th 2000
Month Day Year

If a Joint Venture or Partnership, date of Agreement: N/A

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

N/A

AGREEMENT FORM 1

CONTRACTOR'S STATEMENT OF ORGANIZATION

(Continued)

If other than a corporation or partnership, describe organization and name of principals.
N/A

5. Indicate the number of years CONTRACTOR has experience in providing Custodial services of similar scope as those services stated in the Agreement.
Fourteen (14) years

6. List all CONTRACTORS participating in this project (including subcontractors if applicable):

Name	Address	Title
1. <u>Subcontractor: Next Generation Cleaning Services, Inc. - Justin Colon, President</u>		
2. <u>632 SW 132nd Terr., Davie, FL 33325</u>		
3. _____		
4. _____		

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

1. Steam clean all carpeting
2. Steam clean/scrub all tile and grout
3. Machine scrub all hard surface floors
4. _____

8. County or Municipal Business Tax Receipt No.: 325-22147

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
 VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DRA: **Business Name:** SEL AIR MAINTENANCE INC **Receipt #:** 325-22147
Business Type: TERRITORIAL (MUNICIPAL)

Owner Name: CHAD LAWRENCE **Business Opened:** 03/01/2003
Business Location: 2448 GRIFFIN RD **State/Country/Territory:** _____
FT LAUDERDALE **Exemption Code:** _____
Business Phone: 954-749-2439

Rebate	Boats	Employees	Machine	Professionals
		1		

Tax Amount	Number of Machines			For Voting Business Day		Penalty	Voting Types		Total Paid
	Transfer Fee	NSF Fee		Prior Years	Calendar Cost				
33.00	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 Municipality planning and zoning requirements. The 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 246274
 WESTON, FL 33326

Receipts: 888-33-8314232
 7616 09/30/2014 33.00

2014 - 2015

**AGREEMENT FORM 1
CONTRACTOR'S STATEMENT OF ORGANIZATION
(Continued)**

9. Have you ever failed to complete any work awarded to you?

Yes _____ No X If yes, 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 an Agreement?

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.

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 X 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 or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

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

AGREEMENT FORM 1
CONTRACTOR'S STATEMENT OF ORGANIZATION
(Continued)

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

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

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

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

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

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

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

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

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

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

**AGREEMENT FORM 1
CONTRACTOR'S STATEMENT OF ORGANIZATION
(Continued)**

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

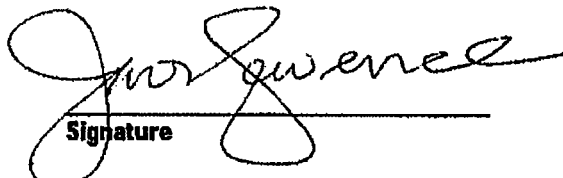
Yes _____ No X _____ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

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

22. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in the RFP Documents.

* See Page 68a following.



Signature

Jason Lawrence

Name

Vice President

Title

3/16/15

Date

Management/Reporting System

We will continue same procedures and policies that are currently used; the owners of the company are also the managers of the company, thus all staff report directly to owners.

Additionally, owners will communicate daily with City Staff to ensure all responsibilities are being fulfilled .

**AGREEMENT FORM 2
PERSONNEL**

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

A. Name & Title Chad Lawrence, President

B. Years Experience with: Fifteen (15) years: 2000 to present

 This CONTRACTOR: Bel Air Maintenance, Inc.

 With Other Similar CONTRACTORS: Ten (10) years: 1990 - 2000 - Bel Air Cleaning

C. Education: South Broward High School

 Degree(s) Broward Community College

 No

 Year/Specialization N/A

*D. Professional References: (List a minimum of three)
Listed below.

E. Other Relevant Experience and Qualifications

 Twenty five (25) years experience in Weston (initially with Arvida, then directly with City of Weston)

F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A

- * D. Professional References:
1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633
 2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484
 3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

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**AGREEMENT FORM 2
PERSONNEL**

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

A. Name & Title Jason Lawrence, Vice President

B. Years Experience with: Fifteen (15) years: 2000 to present

 This CONTRACTOR: Bel Air Maintenance, Inc.

 With Other Similar CONTRACTORS: Ten (10) years: 1990 - 2000 - Bel Air Cleaning

C. Education: South Broward High School

 Degree(s) Broward Community College

 No

 Year/Specialization N/A

*D. Professional References: (List a minimum of three)
 Listed below.

E. Other Relevant Experience and Qualifications

 Twenty five (25) years experience in Weston (Initially with Arvida, then directly with City of Weston)

F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A

- * D. Professional References:
1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633
 2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484
 3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

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**AGREEMENT FORM 2
PERSONNEL**

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

A. Name & Title Kenneth J. Discher II, Project Manager/Supervisor

B. Years Experience with: Nine (9) years: 2006 to present

 This CONTRACTOR: Bel Air Maintenance, Inc.

 With Other Similar CONTRACTORS: None

C. Education: Piper High School

 Degree(s) Broward Community College

 No

 Year/Specialization N/A

*D. Professional References: (List a minimum of three)
 Listed below.

E. Other Relevant Experience and Qualifications

 Business administration classes at Broward Community College. On site job experience and training.

F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A

- * D. Professional References:
1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633
 2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484
 3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

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**AGREEMENT FORM 3
REFERENCES**

The CONTRACTOR shall provide references for providing Custodial services of similar scope as those services stated in the Agreement.

Name of Entity: City of Weston
Address: 17200 Royal Palm Boulevard
Weston, FL 33326

Phone Number: 954-385-2000
Principal Contact Person(s): Don Decker

Year Contract Initiated: 2011
2001 - 2011: Similar scope; serviced on a month-to-month basis.

Name of Entity: _____
Address: _____

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

Year Contract Initiated: _____

Name of Entity: _____
Address: _____

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

Year Contract Initiated: _____

**AGREEMENT FORM 4
NON-COLLUSION 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. 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
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 CONTRACTOR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AGREEMENT FORM 5 DRUG-FREE WORKPLACE

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

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 described in the Agreement document 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 described in the RFP documents, 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 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.
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 firm complies fully with the above requirements.

**AGREEMENT FORM 6
INDEPENDENCE AFFIDAVIT**

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

I am Jason Lawrence of Bel Air Maintenance, Inc., the Proposer that has submitted the attached Proposal;

I hereby certify to the best of my knowledge that neither I nor any of the those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this Affidavit shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of this Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Business relationship with various City of Weston employees as is necessary to coordinate efforts in fulfillment of obligations under agreements: RFP 2011-03 - Custodial Services
RFP 2011-05 - Pressure Cleaning Services
RFP 2014-01 - Cleaning of Light Poles and Traffic Mast Arms

Kallman Insurance is the agent of record for Bel Air's general liability and auto insurance policies and Commissioner Thomas M. Kallman is the President of Kallman Insurance.

**AGREEMENT FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

Proposer, 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 Proposer 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.

By submitting 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.

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

1. He/She is Vice President of Bel Air Maintenance, Inc., the Proposer 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
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)**

Jason Lawrence
Signature (Blue ink only)

Jason Lawrence
Print Name

Vice President
Title

3/14/15
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of March,

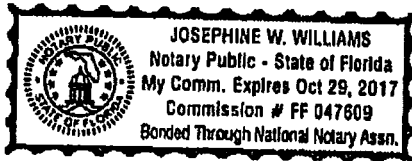
2015, by Jason Lawrence as Vice President
(name of person acknowledging) (title)

for Bel Air Maintenance, Inc.
(company name)

Personally known to me _____ or has produced identification , type of identification produced Florida Driver License.

(NOTARY SEAL HERE)

Josephine W. Williams
SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY



**AGREEMENT FORM 9
PROPOSAL BOND**

This check has a blue background on white paper and some of the security features on this document include: a watermark, MicroPrint signature line, and a holographic foil stamp; absence of these features will indicate a copy.



Official Check

64-79/611
0737816643

Purchaser **BEL AIR MAINTENANCE, INC.**

Fraud Protected
by Positive Pay
Date

6074180 Enter

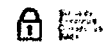
PAY ******\$10,000.00******

Mar. 16.2015

**\$
10,000.00**

To the Order of ****CITY OF WESTON****

SunTrust Banks, Inc. by its Authorized Agent
SunTrust Bank



[Signature]
Authorized Signature

Payable at SunTrust Bank

For: **RFP 2015-04**

⑈0737816643⑈ ⑆061100790⑆ 7019019996⑈

**AGREEMENT FORM 10
TRANSITION PLAN**

See pages 81a and 81b - following.

ATTACH TRANSITION PLAN

TRANSITION PLAN

Transition Plan for City Hall, Public Works, Community Center, and Administration Building:

Bel Air Maintenance, Inc. has been providing custodial services to The City of Weston for fourteen (14) years. Those services have entailed cleaning all three current main facilities since the opening of each.

We currently have two separate cleaning crews for after-hours cleaning at City Hall, Public Works, and the Community Center. If awarded this contract we will keep those same crews in place and add the cleaning of The Administration Building to the duties of the crew that is currently cleaning City Hall.

As the Administration Building is a new facility, when the building is open and cleaning commences, owners/management will work side by side with the cleaning crew to ensure that the Administration Building is cleaned according to the same high standards of cleaning that is currently provided at City Hall.

- All cleanings will take place after hours unless otherwise requested by city staff.
- Weekly, monthly, and quarterly extras such as dusting, window, floor, and carpet cleaning will be scheduled accordingly.
- Paper and soap products will be monitored and ordered accordingly. Extra products will be stored at each facility as backup.
- The owners of Bel Air will be supervising the cleaning and will be available 24 hours a day to rectify any issues or situations that occur throughout the day.

Transition Plan for Park Bathrooms / Sports Rooms:

At different times throughout the past fourteen (14) years we have cleaned all of these bathrooms for various landscaping companies. Based on our past experience, we have created the following transition plan:

Monday – Friday:

A.M. – 1st Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

P.M. – 2nd Clean: We will have one crew returning to all parks to clean all bathrooms. The weekday crews will also be responsible for weekly/monthly extra cleaning such as dusting.

Saturday/Sunday:

A.M. – 1st Clean: We will have two separate crews cleaning all park bathrooms in timely manner.

A.M./ P.M. – 2nd Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

P.M. – 3rd Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

The 2nd cleanings will be split between the A.M. and P. M. crews.

- Bel Air Maintenance will have staff available for additional cleanings if required.
- Paper and soap products will be monitored and ordered accordingly. Extra products will be stored at or near each facility as backup.
- The owners of Bel Air will supervise cleaning and be available 24 hours a day to rectify any issues or situations that occur throughout the day.

Transition Plan for Tot Lots:

Disinfecting of Tot Lots is completed during the first part of the month. This will continue. The Bel Air staff member that currently disinfects the tot lots will continue to complete the process.

Transition Plan for Bus Shelters:

The Bel Air staff member that currently cleans the Bus Shelters will continue to complete the process.

- Bel Air Maintenance staff will complete quarterly pressure cleaning of these Bus Stops. This crew has completed this pressure cleaning multiple times in the past.

AGREEMENT FORM 11A-1 CONTRACTOR'S PRICING PROPOSAL

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

#	Name	Address	Description of Buildings/Facilities	Qty	Approx. Square Footage	Monthly Cost (each)	Annual Cost (Qty*monthly*12)
1	City Hall	17200 Royal Palm Boulevard	One story, executive offices & commission chambers.	1	14,400	\$ 3,600.	\$ 43,200.
2	Administrative Services Center	17300 Royal Palm Boulevard	Three story, administrative offices and Building Department.	1	24,000	\$ 4,300.	\$ 51,600.
3	Public Works Services Center	2599 South Post Road	One story concrete building, admin offices, records storage, equipment bays.	1	12,000	\$ 2,900.	\$ 34,800.
4	Community Center	20200 Saddle Club Road	One story building, admin offices, multi-purpose rooms.	1	7,750	\$ 3,500.	\$ 42,000.
5	Soccer Building, Regional Park	20200 Saddle Club Road	Multipurpose room and restroom	1	1000	\$ 360.	\$ 4,320.
6	Regional Park Maintenance Building (A/C area only)	20200 Saddle Club Road	Office area, restrooms & kitchen	1	500	\$ 275.	\$ 3,300.
7	Regional Park Restrooms-A	20200 Saddle Club Road	Park restroom building	2	616	\$ 2,912.	\$ 34,944.
8	Regional Park Restroom-B	20200 Saddle Club Road	Park restroom building	3	400	\$ 2,912.	\$ 34,944.
9	Regional Park Restroom-C	20200 Saddle Club Road	Park restroom building	1	550	\$ 971.	\$ 11,652.
10	Emerald Estates Park	16400 Emerald Park Circle	Park restroom building	1	340	\$ 750.	\$ 9,000.
11	Gator Run Park	1101 Glades Parkway	Park restroom building	1	550	\$ 650.	\$ 7,800.
12	Tequesta Trace Park Restroom - B1	600 Indian Trace	Park restroom building	1	510	\$ 1,475.	\$ 17,700.
13	Tequesta Trace Park Restroom - B2	600 Indian Trace	Park restroom building	1	375	\$ 1,475.	\$ 17,700.
14	Tequesta Trace Park Restroom - B3	600 Indian Trace	Park restroom building	1	475	\$1,475.	\$ 17,700.

#	Name	Address	Description of Buildings/Facilities	Qty	Approx. Square Footage	Monthly Cost (each)	Annual Cost (Qty*monthly*12)
15	Football Building, Tequesta Trace Park	600 Indian Trace	Football Program Building	1	500	\$ 165.	\$ 1,980.
16	Vista Park	18700 Vista Park Boulevard	Park restroom building	2	300	\$ 3,164.	\$ 37,968.
17	Library Park	4255 Bonaventure Blvd.	Park restroom building	1	440	\$ 205.	\$ 2,460.
18	Town Center Park	1675 Market Street	Park restroom building	1	500	\$ 90.	\$ 1,080.
19	Bus Shelter (each)	Various location on Weston Rd	Metal & Glass Bus Stop Shelters	16	n/a	\$ 1,233.	\$ 14,796
20	City Playground	Various locations	Outdoor Playground Facilities in City Parks	LS	n/a	\$ 500.	\$ 6,000.
Grand Total (Items 1 through 20)							\$ 394,944.

AGREEMENT FORM 11A-2 CONTRACTOR'S PRICING PROPOSAL

Contractor shall provide prices for the following Additional Services that may be required on as needed basis.

Item	Description	Cost
A	Service Cleaning for Regional Park Restroom Building Type A, per cleaning:	\$ 39.00
B	Service Cleaning for Regional Park Restroom Building Type B, per cleaning:	\$ 39.00
C	Service Cleaning for Regional Park Restroom Building Type C, per cleaning:	\$ 39.00
D	Service Cleaning for Tequesta Park Restroom Building Type B-1 per cleaning:	\$ 39.00
E	Service Cleaning for Tequesta Park Restroom Building Type B-2 per cleaning:	\$ 39.00
F	Service Cleaning for Tequesta Park Restroom Building Type B- 3 per cleaning:	\$ 39.00
G	Service Cleaning for Vista Park Restroom Building per cleaning:	\$ 39.00
H	Provide on-site staff and supplies for restroom cleaning at Town Center Park for planned Special Events, Cost per hour:	\$ 39.00
I	Provide general custodial services for un-planned and emergency requests (2 hour minimum response time), Custodian Worker Cost per hour:	\$ 39.00
J	Provide general custodial services for un-planned and emergency requests (2 hour minimum response time), Custodian Supervisor Cost per hour:	\$ 45.00
K	Provide exterior window washing service for multi-story Administrative Services Building above and beyond scheduled cleaning, Response in 48 hours from notification. Cost per service:	\$750.00

**AGREEMENT FORM 11B
CONTRACTOR'S SUB-CONTRACTOR'S LIST**

CONTRACTORS shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Next Generation Cleaning Services, Inc. EIN: 45-5159813	Floor care; ie carpets and tile
2		
3		

SECTION 11 – AGREEMENT FORMS: SUPPLEMENTAL FORMS

The forms located in this section of the Agreement shall be submitted by the successful Proposer after the award of the Agreement (at the time specified herein).

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**AGREEMENT FORM 12
CERTIFICATE OF INSURANCE**

ATTACH CERTIFICATE OF INSURANCE HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2015

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 33328	CONTACT NAME ALISON KALLMAN	FAX (A/C, No): 954 389 6661	
	PHONE (A/C, No, Ext): 954 389 5897	E-MAIL ADDRESS: AKALLMAN@TMKRISK.COM	
INSURED BEL AIR MAINTENANCE INC. PO BOX 266284 WESTON, FLORIDA 33326	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ADMIRAL INSURANCE COMPANY		24856
	INSURER B: HISCOX INSURANCE COMPANY INC		10200
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 102316 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	FEI-ECC-21526-00	5/7/2015	5/7/2016	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 5,000,000	
	ANY AUTO							
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
	HIRED AUTOS						BODILY INJURY (Per person) \$	
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$	
EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$		
DED	RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							EACH OCCURRENCE \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						AGGREGATE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS	
							OTH-ER	
B	CRIME			UC2157926815	5/12/2015	5/12/2016	E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							CLIENTS PROPERTY \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GENERAL LIABILITY COVERAGE INCLUDES THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED, BUT ONLY IN RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OR ACTIVITIES OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE POLICY TERMS AND CONDITIONS. GENERAL LIABILITY COVERAGE INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER, BUT ONLY IN RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OR ACTIVITIES OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER THE 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 <i>Thomas M. Kallman</i>
--	---

C & C INSURANCE INC
 PO BOX 824024
 S FLORIDA, FL 33082
 1-954-431-2008

PROGRESSIVE[®]

Policy number: 02434298-1

Underwritten by:
 PROGRESSIVE EXPRESS INS COMPANY
 May 6, 2015
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF WESTON 17200 ROYAL PALM BLVD WESTON, FL 33326	BEL AIR MAINTENANCE, INC 2648 GRIFFIN ROAD FT LAUDERDALE, FL 33312	C & C INSURANCE INC PO BOX 824024 S FLORIDA, FL 33082

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 4, 2014 Policy Expiration Date: Oct 4, 2015

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$500,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSD & RELATIVE
ANY AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2006 CHEVROLET EXPRESS G2500 1GCGG25V561194392	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2004 FORD F250 1FTNF20P54EE07091	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2014 CHEVROLET SILVERADO C1500 3GCPCEH7EG355375	
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
1997 CHEVROLET C3500/K3500 1GCGC34R1VF054606	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2004 FORD F250 1FTNF20L44EE00839	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED

Policy number: 02434298-1


Page 2 of 2

2002 SUNCO TRAILER 1S90010262T303574		Stated Amount	\$4,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2008 WATERDOG TRAILER 17XFJ102X81081690		Stated Amount	\$5,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2013 HOMEMADE TRAILER NOVINO201002648		Stated Amount	\$5,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2004 FORD F450 SUPER DUTY 1FDXF47P04EA33625		Stated Amount	\$20,000
MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2008 CHEVROLET SILVERADO C1500 2GCEK13M081125827		Stated Amount	\$19,000
MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
1993 FORD F250 1FTHF25H5PNA20110			
MEDICAL PAYMENTS	\$5,000		
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		

Certificate number

12615NET298

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (10/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2015

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 4752 W. Commercial Blvd Fort Lauderdale FL 33319	CONTACT NAME: PHONE (A/C No. Ext): 954-731-5566		FAX (A/C No): 954-731-8438
	E-MAIL ADDRESS: wdowd@roemer-ins.com		
INSURED BELAI-1 Bel Air Maintenance, Inc. 2648 Griffin Road Ft Lauderdale FL 33312	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Association Insurance Co.		11240
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 228354176

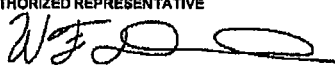
REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 OTHER:						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 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	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	WCV015289101	6/28/2014	6/28/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

City of Weston 17200 Royal Palm Boulevard 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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AGREEMENT FORM 13 PERFORMANCE & PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address):

Bel Air Maintenance, Inc.

2648 Griffin Rd.

Dania Beach, FL 33312

SURETY (name and principal place of business):

International Fidelity Insurance Company

One Newark Center, 20th floor

Newark, NJ 07102

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date: 5/11/2015

Amount: \$394,944

Description: Custodial Services
Location: Various locations City-wide
RFP No.: 2015-04

BOND
Date (not earlier than Agreement Date): 5/11/2015

Amount: \$394,944

Modifications to this Bond: None X See Page(s) _____

AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Chad Lawrence
Signature

Charity Spaulding
Signature

Chad Lawrence
Name

CHARITY SPAULDING
Name

President
Title

Attorney - In - Fact
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

5900 Hiatus Road, Tamarac, FL 33321
Address

954-724-7000
Phone

954-724-7024
Fax

AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Agreement, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - (A) The CITY has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If the CITY, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - (B) The CITY has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after the CONTRACTOR and the Surety have received notice of such termination; and
 - (C) The CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with the CITY.
4. When the CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - (A) Arrange for the CONTRACTOR, with consent of the CITY, to perform and complete the Agreement; or

**AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)**

- (B) Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or
 - (C) Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by the CITY and the CONTRACTOR selected with the CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by the CITY resulting from the CONTRACTOR's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the CITY and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the CITY and, as soon as practicable after the amount is determined, tender payment therefore to the CITY; or
 - 2. Deny liability in whole or in part and notify the CITY citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the CITY to the Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to the CITY. If the Surety proceeds, without proper notice to the CITY, the CITY shall be entitled to enforce any remedy available to the CITY.

**AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)**

6. After the CITY has terminated the CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to the CITY shall not be greater than those of the CONTRACTOR under the Agreement, and the responsibilities of the CITY to the Surety shall not be greater than those of the CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Agreement;
 - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - (C) Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the CITY or others for obligations of the CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

**AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)**

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the CITY or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

DEFINITIONS

- (A) **Balance of the Agreement Price:** The total amount payable by the CITY to the CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be received by the CITY in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Agreement.
- (B) **Agreement:** The agreement between the CITY and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

**AGREEMENT FORM 13
PERFORMANCE & PAYMENT BOND
(CONTINUED)**

- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.

- (D) **CITY Default:** Failure of the CITY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Chad Lawrence
Signature

Chad Lawrence
Name

President
Title

SURETY

Charity Spaulding
Signature

CHARITY SPAULDING
Name

Attorney-In-Fact
Title

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAREY A. KEYES, CHARITY H. SPAULDING, GREGORY S. MARSH

Tamarac, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

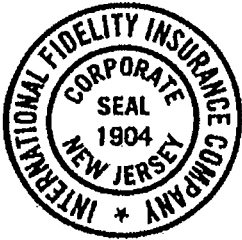
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



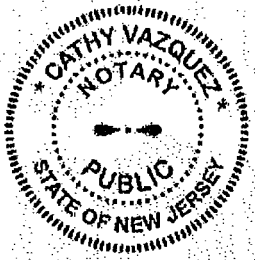
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of May, 2015

Assistant Secretary

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2015-48**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.

WHEREAS, First, the Indian Trace Development District is a dependent special district of the City of Weston (the "City") for the purpose of exercising those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of the Indian Trace Development District; and

WHEREAS, Third, the existing Agreement between the City and Bel Air Maintenance, Inc., of Dania Beach, Florida for Custodial Services expires on June 30, 2015; and

WHEREAS, Fourth, funding for custodial services are included within the following budgets: General Fund, Transportation Fund and Indian Trace Development District Fund; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property; and

WHEREAS, Sixth, the City prepared Request for Proposals for Custodial Services, RFP No. 2015-04 (the "RFP") that provided the proposals would be ranked on the following criteria: 1) the Contractor's past experience and performance on comparable contracts; 2) the qualifications of the Contractor's professional personnel to perform the services pursuant to the RFP documents; 3) the Contractor's estimated annual cost of service; and 4) the Contractor's financial ability to perform the services described in the Agreement; and

WHEREAS, Seventh, beginning on February 13, 2015, in compliance with Chapter 32 of the City Code, the RFP was advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Eighth, a total of 36 sets of RFP documents were obtained by potential proposers; and

WHEREAS, Ninth, on February 26, 2015 a total of 10 potential proposers signed in and participated at the Mandatory Pre-Proposal Conference held at the City's Community Center; and

WHEREAS, Tenth, on March 4, 2015, the City issued Addendum #1; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.

WHEREAS, Eleventh, on March 6, 2015, the City issued Addendum #2; and

WHEREAS, Twelfth, on March 12, 2015, the City issued Addendum #3; and

WHEREAS, Thirteenth, on March 17, 2015, the proposals were due and opened by the City, and yielded proposals from the following Contractors: United States Service Industries, Inc., of Bethesda, Maryland; Stockton Maintenance Group, of West Palm Beach, Florida; Chi-Ada Corporation of Fort Lauderdale, Florida and Bel Air Maintenance, Inc., of Dania Beach, Florida; and

WHEREAS, Fourteenth, on April 7, 2015, the Selection Committee, consisting of Chair, David E. Keller, Assistant City Manager/CFO; Denise Barrett-Miller, Director of Communications; Bryan Cahen, Director of Budget; and Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee member, met at a publicly noticed meeting (with notice sent to all of the proposers) where representatives of the following proposers were present: Stockton Maintenance Group, of West Palm Beach, Florida and Bel Air Maintenance, Inc., of Dania Beach, Florida, to determine the responsiveness and the responsibility of the proposals received and to rank all proposals which were deemed both responsive and responsible; and

WHEREAS, Fifteenth, the Selection Committee deemed Unites States Service Industries, Inc., of Bethesda, Maryland a non-responsible proposer and Chi-Ada Corporation, of Fort Lauderdale, Florida as a non-responsive proposer, and deemed the other proposers to be responsive and responsible; and

WHEREAS, Sixteenth, the Selection Committee ranked Bel Air Maintenance, Inc., of Dania Beach, Florida, number 1 and Stockton Maintenance Group, of West Palm Beach, Florida, number 2; and

WHEREAS, Seventeenth, the City Commission desires to accept and ratify the rankings of the Selection Committee; and

WHEREAS, Eighteenth, the City Commission finds it in the best interest of the residents of the City to award and approve an Agreement for Custodial Services to Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The rankings of the Selection Committee for RFP No. 2015-04, Custodial Services, are accepted and ratified.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.


Section 3: The Agreement for Custodial Services is awarded to Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer, as provided in RFP No. 2015-04, for the term commencing on the date that the Agreement is fully executed and terminating on March 31, 2018.

Section 4: The Agreement for Custodial Services with Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 5: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.


Section 6: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, this 20th day of April 2015.



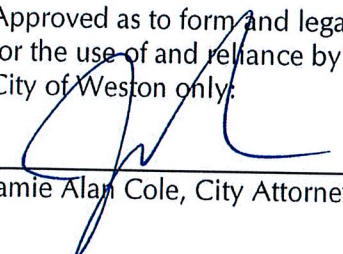
Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District

ATTEST:



Patricia A. Bates, City Clerk

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



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Abstained</u>
Commissioner Gomez	<u>Yes</u>
Mayor Stermer	<u>Yes</u>