AGREEMENT FOR
WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES

THIS AGREEMENT, made this 27th day of September 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Decon Environmental & Engineering, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 2652 Northwest 31 Avenue, Fort Lauderdale, FL 33311, Phone: 954-858-8800, Fax: 954-858-8809, Email: alevin@decon.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Invitation to Bid No. 533-11210, Water Extraction and Remediation of Water Damage and Mold Impact Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated July 12, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated Sept. 27, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on August 20, 2013, and shall end on August 19, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Pollution and Environmental Liability Insurance

Covering any exposure arising out of this type of operation

Each Occurrence	$2,000,000
Aggregate	$4,000,000
Max Deductible	$ 150,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. <u>Environmental, Health and Safety</u>

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon 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's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. 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, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 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 by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. <u>Conflicts</u>

Neither Contractor nor any of Contractor's 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 and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's 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, she, or Contractor 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 unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, 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.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. <u>Scrutinized Companies</u>

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. <u>Public Records</u>

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) 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 (2013), as may be amended or revised, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract 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.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: Tamar Miller
Secretary

CONTRACTOR

By: _____
Print Name: _____
President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by Alon Levin as president for Decon Environmental & Engineering, Inc., a Florida corporation.

DANA POTGIETER
Commission # DD 939221
Expires November 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

Dana Potgieter
Notary Public, State of _____
(Signature of Notary Public)

Dana Potgieter
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

533-11210

Water Extraction and Remediation of Water Damage and Mold Impact Services

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

CONTRACT COPY

Bid 533-11210
Water Extraction and Remediation of Water Damage and Mold Impact Services

Bid Number	**533-11210**
Bid Title	**Water Extraction and Remediation of Water Damage and Mold Impact Services**
Bid Start Date	**Jun 25, 2013 10:54:32 AM EDT**
Bid End Date	**Jul 12, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Jul 8, 2013 5:00:00 PM EDT**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**
Contract Duration	**1 year**
Contract Renewal	**3 annual renewals**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Water Extraction and Remediation of Water Damage and Mold Impact at City facilities on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).** The City facilities in the scope of this contract may include those damaged by hurricanes. Contractor must have experience with a minimum of five (5) similar projects and provide references for those projects. The work under this contract will include emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week. Contractor must bid on all items. Partial bids will not be considered. **Added on Jul 3, 2013:** Addendum No. 1 has been issued. Please refer to attachment titled "11210-Addendum No.1"

Item Response Form

Item	**533-11210--01-01 - Supervisor Regular Time**
Quantity	**40 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 40

Description
Enter an hourly rate for Supervisor Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item	**533-11210--01-02 - Laborer Technician Regular Time**
Quantity	**80 hour**
Unit Price	

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter an hourly rate for Laborer Technician Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item **533-11210--01-03 - Laborer Regular Time**
Quantity **80 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter an hourly rate for Laborer Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item **533-11210--01-04 - Supervisor Overtime**
Quantity **40 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 40

Description
Enter an hourly rate for Supervisor After Hours, weekends and Holidays Overtime

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Item **533-11210--01-05 - Laborer Overtime**
Quantity **80 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter a hourly rate for Laborer After Hours, weekends and Holidays Overtime

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Item **533-11210--01-06 - Laborer Technician Overtime**
Quantity **80 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter an hourly rate for Laborer Tech After Hours, weekends and Holidays Overtime

Item	**533-11210--01-07 - Supervisor Microbial Containment Regular Time**
Quantity	**40 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 40

Description
Enter an hourly rate for Supervisor Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item	**533-11210--01-08 - Laborer Microbial Containment Regular Time**
Quantity	**80 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 80

Description
Enter an hourly rate for Laborer Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item	**533-11210--01-09 - Laborer Technician Microbial Containment Regular Time**
Quantity	**80 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 80

Description
Enter an Hourly Rate for Laborer Technician Microbial Containment Monday Thru Friday Regular Time (7:00 am – 5:00 pm)

Item	**533-11210--01-10 - Supervisor Microbial Containment Overtime**
Quantity	**40 hour**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 40

Description
Enter an hourly rate for Supervisor Microbial Containment After Hours, weekends and Holidays - Overtime

Item	**533-11210--01-11 - Laborer Microbial Containment Overtime**
Quantity	**80 hour**
Unit Price	

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter an hourly rate for Laborer Microbial Containment After Hours, weekends and Holidays - Overtime

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Item **533-11210--01-12 - Laborer Technician Microbial Containment Overtime**
Quantity **80 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 80

Description
Enter an hourly rate for Laborer Technician Microbial Containment After Hours, weekends and Holidays - Overtime

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Item **533-11210--01-13 - Mobilization Regular Time**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2

Description
Enter a unit price for Mobilization one-time per service call Regular Time (7:00 am – 5:00 pm)

Item **533-11210--01-14 - Mobilization Overtime**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2

Description
Enter a unit price for Mobilization one-time per service call After Hours, weekends and Holidays

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Item **533-11210--01-15 - Water Extraction**
Quantity **10000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10000

Description

Enter a square foot price for Water Extraction - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-16 - UV Fogging of Mildicide**
Quantity **10000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10000

Description
Enter a square foot price for UV Fogging of Mildicide- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-17 - Apply Mildicide (Water Damage)**
Quantity **10000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10000

Description
Enter a square foot price for Apply Mildicide (Water Damage) - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-18 - Drywall Removal**
Quantity **500 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description
Enter a square foot composite price for water-damaged drywall and mold damaged drywall removal, wire brush, sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-19 - Drywall Soffit Removal**
Quantity **500 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description
Enter a square foot composite price for water-damaged drywall soffit and mold damaged drywall soffit removal, wire brush, sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item	**533-11210--01-20 - Drywall Removal in Ceiling Plenum**
Quantity	**500 square foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 500

Description
Enter a square foot composite price for water-damaged drywall ceiling plenum and mold damaged drywall ceiling plenum removal, wire brush, sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item	**533-11210--01-21 - Carpet Restoration and Sanitizing**
Quantity	**1000 yard**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1000

Description
Enter a per yard price for Carpet Restoration, Sanitizing- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item	**533-11210--01-22 - Carpet and Mastic Removal**
Quantity	**500 yard**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 500

Description
Enter a per yard price for Carpet and Mastic Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item	**533-11210--01-23 - Mastic/Adhesive Removal**
Quantity	**300 yard**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 300

Description
Enter a per yard price for Mastic/Adhesive Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item **533-11210--01-24 - Carpet and Pad Removal**
Quantity **1000 yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1000

Description
Enter a per yard price for Carpet and Pad Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item **533-11210--01-25 - Tack Strip Removal**
Quantity **2000 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description
Enter a per linear foot price for Tack Strip Removal- Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item **533-11210--01-26 - Content Manipulation**
Quantity **20000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 20000

Description
Enter a per square foot price for Content Manipulation- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item **533-11210--01-27 - Vinyl Tile Removal**
Quantity **1000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1000

Description
Enter a per square foot price for Vinyl Tile Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-28 - Vinyl Wall Covering Removal**
Quantity **1000 square foot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1000

Description
Enter a per square foot price for Vinyl Wall Covering Removal – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item **533-11210--01-29 - Containment Setup and Breakdown Under 1,000 S.F.**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5

Description
Enter a per unit price for Containment Setup and Breakdown Under 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-30 - Containment Setup and Breakdown Over 1,000 S.F.**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5

Description
Enter a per unit price for Containment Setup and Breakdown Over 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-31 - HVAC System Clean and Sanitize**
Quantity **100 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description
Enter an hourly rate for HVAC System Clean and Sanitize the Registers, Duct Work, Coils and Blowers- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-32 - HEPA Vacuum Space/Area**
Quantity **5000 square foot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5000

Description
Enter a square foot price for HEPA Vacuum Space/Area - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item **533-11210--01-33 - HEPA Vacuum Space/Area Contents**
Quantity **5000 square foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5000

Description
Enter a square foot price for HEPA Vacuum Space/Area Contents- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Item **533-11210--01-34 - Rental of Drying Unit (Blower)**
Quantity **100 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description
Enter a daily price for rental, Drying Unit (Blower)

Item **533-11210--01-35 - Rental of Large Air Scrubber**
Quantity **50 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description
Enter a daily price for rental of Large Air Scrubber

Item **533-11210--01-36 - Rental of Small Air Scrubber**
Quantity **100 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description
Enter a daily price for rental of Small Air Scrubber

Item	**533-11210--01-37 - Rental of Large Dehumidifier**
Quantity	**50 day**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50

Description
Enter a daily price for rental of Large Dehumidifier

Item	**533-11210--01-38 - Rental of Small Dehumidifier**
Quantity	**100 day**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
Enter a daily price for rental of Small Dehumidifier

Item	**533-11210--01-39 - Rental of Wall Injection System**
Quantity	**75 day**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 75

Description
Enter a daily price for rental of Wall Injection System

Item	**533-11210--01-40 - Rental of Large Negative Air Machine**
Quantity	**30 day**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 30

Description
Enter a daily price for rental of Large Negative Air Machine

Item	**533-11210--01-41 - Additional Materials Allowance**
Quantity	**1 lot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Enter $5,000 for Additional Materials Allowance to furnish any additional materials at actual costs that may be authorized by the City. A Material markup percentage may be added to these material costs. See Item 42.

Item **533-11210--01-42 - Additional Materials Allowance Markup (Percentage)**
Quantity **1 lot**
Percentage

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Enter a percentage to be added to Additional Materials Allowance Item 41 as a markup to include all direct and indirect cost associated with purchasing, delivery, storage, handling and profit of City authorized purchased addtional material.

Item **533-11210--01-43 - Additional Materials Allowance Markup Cost**
Quantity **1 lot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Enter total amount for Additional Materials Allowance Markup Costs.(Item 42 x Item 41 = Item 43)

Item **533-11210--01-44 - Permitting Allowance**
Quantity **1 lot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Enter $2,500 for Permitting Allowance for the cost of permits and fees required by regulatory authorities to perform the work. Reimbursement will be under this item for actual costs invoiced by Contractor as a separate line item.

Item **533-11210--01-45 - Additional Professional Services Allowance**
Quantity **1 lot**
Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Enter $5,000 for Allowance for Additional Professional Services required above those normally required by authority having jurisdiction. If signed and sealed drawings are required for permitting, the City will provide. If shop drawings, or other required data require additional Professional Services then the City will reimburse the Contractor under this item. Reimbursement will be for actual costs incurred. Contractor shall submit hours, hourly rate and costs as a separate line item on invoice.

Item	**533-11210--01-46 - Ceiling Tile Removal and Replacement (City Furnished Tiles)**
Quantity	**100 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100

Description
Enter a per each price for ceiling tile removal and replacement (City furnished tiles) – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

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Item	**533-11210--01-47 - Ceiling Tile and Grid Removal**
Quantity	**500 square foot**
Unit Price	
Delivery Location	**City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 500

Description
Enter a per square foot price for ceiling tile and grid removal – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

ITB # 533-11210
TITLE: Water Extraction & Remediation of Water Damage and Mold Impact Services

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Water Extraction and Remediation of Water Damage and Mold Impact at City facilities on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT
There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation the Contractor must possess at time of bid submittal a State of Florida license or equivalent Broward County license, certificate of competency, or other license that meets or exceeds those specified herein and to obtain the necessary permit(s) for such work.

The City facilities in the scope of this contract will include those damaged by hurricanes. Contractor must have experience with a minimum of five (5) similar projects and provide references for those projects.

07. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD
Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

09. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

10. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or July 15, 2013 whichever is later, and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the

expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

14. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

15. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

16. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

17. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS
The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

18. INVOICES/PAYMENT
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

19. RELATED EXPENSES/TRAVEL EXPENSES
All costs including travel are to be included in your proposal. The City will not accept any additional costs.

20. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES
While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel

the contract upon giving the Contractor thirty (30) days written notice.

21. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

22. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance
Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person
	$500,000 each occurrence
Property damage	$100,000 each occurrence

Pollution and Environmental Liability Insurance
Covering any exposure arising out of this type of operation

Each Occurrence	$2,000,000
Aggregate	$4,000,000
Max Deductible	$ 150,000

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

23. SUB-CONTRACTORS
If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

24. INSURANCE – SUB-CONTRACTORS
Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

25. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

26. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the

responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

28. SAFETY
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

29. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

31. BID TABULATIONS/INTENT TO AWARD
Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Division at 954-828-5933.

41. VERIFICATION OF EMPLOYMENT STATUS
Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.
E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Bidder's response to this ITB.

42. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

43. WARRANTIES OF USAGE
Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL

The City is seeking a qualified Contractor capable of performing the work outlined in Section 03 SERVICES herein per the Unit Prices bid and following the specifications, procedures and protocols to complete Water Extraction and Remediation of Water Damage and Mold Impact jobs in various City facilities. City facilities may include those that have received damaged from hurricane events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the City. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion. All job proposals, estimates and proposal preparation shall be provided at no cost to the City.

Contractor must be fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this bid. Contractor and Contractor's project supervisor shall possess required skills outlined in Section 05 QUALIFICATIONS of PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB. For HVAC items of work, Contractor may utilize a subcontractor who possesses required certifications, licenses and skills specified in this ITB. The Bidder must include the name and qualifications of their HVAC subcontractor in the bid response.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the unit pricing in accordance with the terms, conditions, and specifications contained in this Bid. The work under this contract will include Emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week. Contractor will warrant and guarantee all labor and workmanship for a period of one (1) year from final acceptance from the City. Contractor will provide a warranty for all replacement parts and supplies for one (1) year.

The City may select more than one (1) Contractor to perform this work, and will issue a Water Extraction and Remediation of Water Damage and Mold Impact contract for a one-year term and make provisions for up to three one-year renewals.

The intention of this bid is to select a Contractor who is capable of performing the work required at any specific site at such times as the City determines. Work at multiple sites may or may not be performed concurrently. As such, the City also reserves the right to assign quantities and types of work to Contractor based on performance criteria, including but not limited to cooperation with the City, project facility, community representatives, and timely, satisfactory completion of work items. The City reserves the right to increase or decrease the quantity of any item listed in this ITB.

Rental equipment costs shall be all inclusive and include all overhead, markup, taxes, labor and profit.

An Allowance for estimated additional material costs is provided for additional materials required. Contractor shall provide a material markup rate for any additional material required over and above materials provided under the Unit Price Bid Items. Material markup rate is to include all direct and indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided. Provide a Total Price for additional material and markup. The estimated additional material cost allowance plus proposed markup will be used for materials not listed under the Unit Pricing Bid Items.

An Allowance for estimated Permit Fees is provided. Contractor is responsible for obtaining all permits and paying all applicable fees. Permit fees will be reimbursed at actual cost. Contractor must submit invoices showing actual costs in order to be reimbursed.

An Allowance for reimbursement of estimated Engineered Documents is provided. The Contractor is responsible for obtaining all documents that are normally required for obtaining permits. Contractor must submit invoices showing actual costs in order to be reimbursed.
To be considered for award all items must be bid.

The Water Extraction and Remediation of Water Damage and Mold Impact work related to hurricane events requires very specific documentation of the existing damaged condition prior to Water Extraction and Remediation of Water Damage and Mold Impact, and specific documentation of material quantities and labor required to achieve the remediation.

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated in the Bid with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The City reserves the right to increase or decrease the quantity of any item listed. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the City determines.

Many City of Fort Lauderdale facilities are considered secure facilities. When work is required at these facilities a standard security measure requires that all contracted employees must be appropriately screened in order to receive authorization. All contracted employees who will access these facilities are required to submit to a background check conducted by the Fort Lauderdale Police Department at no expense to the Contractor.

02. CODES AND PERMITS

A. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the City of Fort Lauderdale and any authority having jurisdiction.
B. The Contractor must be familiar with all applicable Federal, State, Count, City and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
C. All construction and design documents will be produced in accordance will all national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building ordinances and electrical codes. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.
D. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with pay request.
E. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the City that the work is acceptable to the regulatory authorities having jurisdiction.

03. SERVICES

A. Services to be performed under this ITB are listed in the unit price description and include those services that would normally be required for Water Extraction and Remediation of Water

Damage and Mold Impact to various City facilities. Unit prices are all-inclusive for the work and shall include all applicable overhead, markup, taxes, labor and labor burden, equipment, materials, profit and incidentals and performing related operations to satisfactorily complete all work. Incidentals shall include disposal fees and be a composite for water-damaged material and mold-contaminated material. For any additional Materials required, provide a material markup rate for the additional material.

B. HVAC System work includes all applicable overhead, markup, taxes, labor and labor burden, equipment, materials, profit and incidentals to clean and sanitize the registers, duct work, coils and blowers and any other HVAC equipment.
C. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after-hours, weekends and holidays unless stated otherwise in the unit price description.
D. Compensation shall be based on actual hours and quantities of work performed.
E. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.
F. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the at the Contractor's expense.
G. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.
H. If work requires engineered documents, the City will reimburse at cost.

04. EXECUTION OF WORK

A. Any omission of a detailed description concerning any item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
B. City Contract Administrator or designee and Contractor will visit each site and develop an estimated Scope of Work prior to beginning work. Type of work will be verified and agreed upon by both parties.
C. Using the work scope, the Contractor will provide the City a proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates based on field visit agreed to quantities. The Contractor will also provide on the proposal a schedule for performing the work. The City Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.
D. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after-hours, weekends and holidays unless stated otherwise in the unit price description. The quantities are estimates and as such the total amount of work may or may not be authorized or may be more or less under this contract.
E. Compensation shall be based on actual hours and quantities of work performed.
F. Contractor will provide the proposal broken down into work items and quantities for each work item. City will approve partial payment for completion of a work item at a site but not for partial completion of a work item.
G. Regular hours shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work may continue past a normal eight-hour work shift, if prior City approval has been obtained. City will provide access to work site during appropriate business hours. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee.

H. The building premises may be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
I. No office/space shall be rendered inoperable without the specific prior authorization of the City Contract Administrator on the day on which the Contractor desires access to the site.
J. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day. Maintaining proper operation of facilities shall always take precedence over contract work.
K. Contractor shall take these operational needs into account when determining the Contract price. The City will not pay for delays caused by the need to maintain proper operation of the facilities.
L. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the City. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.
M. If drawings were issued, Contractor shall submit installation as-built drawings to the City Contract Administrator or designee at the conclusion of work at a site.
N. City may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified.
O. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.
P. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator. Failure to adhere to the two hour on site response time three times shall be cause to cancel the contract.
Q. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
R. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the City. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City.
S. Contractors' on site supervisor, at any City facility, must be able to speak English.
T. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the City.
U. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the Department of Environmental Protection for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the City Contract Administrator informed.
V. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

05. QUALIFICATIONS

A. The Contractor and the on-site supervisor shall possess required skills as described below: Have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):
   1. CMRS Council-certified Microbial Remediation Supervisor
   2. CMC Council-certified Microbial Consultant
   3. CIE Council-certified Indoor Environmentalist
   4. CIEC Council-certified Indoor Environmental Consultant

B. Labor Technician must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
   1. AIAQC CMR Council-certified Microbial Remediator
   2. AIAQC CIE Council-certified Indoor Environmentalist
   3. AIAQC CMI Council-certified Microbial Investigator
   4. IICRC AMRT Applied Microbial Remediation Technician
   5. IICRC WRT Water Damage Restoration Technician

C. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

D. Supervisor Required Skills
   1. Understand the basic principles of microbial remediation.
   2. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
   3. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
      i. Follow safety regulations touching mold remediation.
      ii. Employ safe work practices
      iii. Use Personal Protective Equipment (PPE) appropriately.
   4. Recognize the legal and liability issues surrounding microbial remediation.
   5. Properly address water damage in the indoor environment:
      i. Follow effective loss mitigation procedures after a water incursion.
      ii. Follow completion procedures designed to return the property to a pre-loss condition.
   6. Conduct microbial remediation projects according to appropriate specifications:
      i. Define the scope of work for a remediation project according to relevant guidelines.
      ii. Maintain thorough project documentation throughout the remediation process.
   7. Perform structural remediation:

i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
ii. Remove and dispose of damaged building materials when appropriate.
iii. Employ effective cleaning methods when appropriate.

8. Perform HVAC remediation:
   i. Apply relevant guidelines to assess the status of the HVAC system.
   ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
   iii. Employ effective cleaning methods when appropriate.
9. Perform contents remediation:
   i. Remove and dispose of damaged building contents when appropriate.
   ii. Employ effective cleaning methods when appropriate.
10. Prepare for post-remediation verification:
   i. Conduct appropriate monitoring activities to verify remediation effectiveness.
   ii. Apply internal quality control procedures to determine when remediation has been complete.
   iii. Complete appropriate project documentation.

E. Qualifications/Requirements for HVAC System Cleaning
1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

06. RESPONSE TIME

A. After receiving a call from the City, Contractor must respond by phone within thirty (30) minutes and be on site and prepared to work within two (2) hours, unless the City Contract Administrator or designee has agreed to other arrangements. The Contractor must have agreement from the City Contract Administrator or designee prior to beginning work.
B. An immediate assessment of the problem encountered must be communicated to the City within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the City.
C. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

07. EQUIPMENT AND MATERIALS

A. Contractor should stock on the services truck all equipment and materials necessary to start services at the time of first response.
B. Material used, such as plastic sheeting, plastic bags, filters and chemicals for other than unit pricing items shall be listed separately and invoices provided.
C. Rental of Equipment shall be listed and number of actual days of use.

08. QUALITY CONTROL

A. The City shall provide third party in progress monitoring and post testing for mold remediation services. The City Contract Administrator or designee shall provide final clearance, unless, at the City's discretion, services of a qualified third party consultant shall be obtained for final clearance. The City monitoring and testing will be based on the protocols in U.S. Environmental Protection Agency Document 'EPA 402-K-01-001 "Mold Remediation in Schools and Commercial Buildings". The City may at its discretion, change the protocols.
B. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provide as specified. The Contractor's basic quality control program should be provided with the bid and must be provided within five (5) calendar days of request by City prior to award.
C. The quality control program should include a sample log prepared by the Contractor that should show the following information:
    1. Response performance – this would record the time a call for service was received: the time that call was returned and the time of arrival at the site.
    2. The total elapsed time from receipt of call to arrive at the job site.
    3. The number of trips to the job site taken to complete each service.
    4. The number of supervisors and/or laborers required to complete each service.
    5. The log should also include the number of calls and the type of call to each location.
D. The quality control program should include a written process/improvement plan to correct multiple (greater than 2) visits to one location for similar problems.
E. The program should provide for a written quarterly report detailing observations and process improvement ideas.
F. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and City procedures. The actual supervisor that the Contractor plans on using shall attend.
G. Provide competent supervision.
H. Provide competent workers. Contractor agrees to utilize only experienced responsible personnel in the performance of work.
I. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
J. Clean filters of operating equipment.
K. Clean debris from roofs, gutters, downspouts, and drainage systems.
L. Clean site; sweep paved areas, rake clean landscaped surfaces.
M. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury.

09. CLOSEOUT PROCEDURES

A. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the City Representative.
B. Notify City Representative when work is considered ready for Final Acceptance.

C. City Representative will review work and determine if work is complete and acceptable. City Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list determined to be deficient. City Representative will authorize by signing punch list when all deficiencies have been corrected.
D. Once City Representative has received and accepted all guarantee certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, City Representative will then prepare written Certification of Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance. See Attached Form.
E. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

10. MINIMUM WARRANTY
A. Contractor shall be responsible for notifying the City Contract Administrator of any warranties or guarantees, and the terms contained therein in addition to the following minimum warranties and guarantees:
B. All replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of issuance of Certification of Completion.
   1. Contractor is required to expressly warrant that all items are new and free from defects, warranted for their merchantability and meets the performance specifications of the original equipment.
C. Commencing on the date of Final Acceptance / issuance of Certificate of Completion, the Contractor shall warrant and guarantee all labor and workmanship for a period of one (1) year.

CERTIFICATION OF COMPLETION

CONTRACTOR: _____

NOTICE TO PROCEED DATE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: _____

_____

_____

_____

_____

DATE OF ISSUANCE OF CERTIFICATION OF COMPLETION:

The portions of the Work performed under this Contract, as described above, have been reviewed and found to be substantially complete. The Date of Completion of the project or portion of project designated above is hereby established as _____.

It is noted that the date of commencement of applicable warranties required by the Contract Documents for the noted area(s) shall not commence until a Certificate of Completion is issued for the entire Work covered under this Contract. The CONTRACTOR shall pay for extended warranties as required.

The CONTRACTOR retains full responsibility for the satisfactory completion of all work regardless of whether the City occupies and/or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the City, for the above referenced project is attached to this form (attached Punch List dated _____). These items shall be completed to the satisfaction of the City prior to the City making Final Payment.

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents

_____	_____	_____
CONTRACTOR	SIGNATURE	DATE

The City, through the City's authorized representative, accepts the work or designated portion thereof as complete and will assume full possession thereof at:

_____	_____	
TIME	DATE	
_____	_____	_____
CITY	SIGNATURE	DATE

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the

City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be

insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

QUESTIONNAIRE

Bidder certifies the truth and accuracy of all statements and the answers contained herein. Failure to answer each question could result in the disqualification of your bid.

1. Provide complete information of five references for which you have performed similar services.

Company name:
Address:
Contact Name:
Telephone Number:

Company name:
Address:
Contact Name:
Telephone Number:

Company name:
Address:
Contact Name:
Telephone Number:

Company name:
Address:
Contact Name:
Telephone Number:

Company name:
Address:
Contact Name:
Telephone Number:

2. Number of years experience you have had in providing similar services.

3. Have you ever failed to complete work awarded to you? If so, where and why?

Yes ☐ No ☐

4. Will you use a subcontractor for HVAC items of work?
   Yes ☐ No ☐

5. If you answered yes to Number 4, have you included the name and qualifications of your HVAC subcontractor with your bid submittal?
   Yes ☐ No ☐

6. Have you included copies of all appropriate licenses/Certifications with your bid submittal?
   Yes ☐ No ☐

7. Have you included a list of employees along with their number of years' experience and certifications for each?
   Yes ☐ No ☐

8. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes ☐	No ☐
Auto Liability	Yes ☐	No ☐
Worker's Comp	Yes ☐	No ☐

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

ATTACHMENT "A"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 533-11210
Water Extraction and Remediation of Water Damage and Mold Impact Services

ISSUED July 3, 2013

This addendum is being issued to make the following change:

The following is now part of the General Conditions:

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Division

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #533-11210 - Water Extraction and Remediation of Water Damage and Mold Impact Services

OVERALL BID QUESTIONS
There are no questions associated with this bid.

EXHIBIT B

Decon

Bid Contact **Dan Muller**
dmuller@decon.com
Ph 954-485-8800

Address **2652 nw 31st Ave.**
Ft. Lauderdale, FL 33311

Supplier Code 00016619

Qualifications **MBE SDMBE WBE**

CONTRACT COPY

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
533-11210--01-01	Supervisor Regular Time	**Supplier Product Code:** **Supplier Notes:** 11210-Addendum_No.1	**First Offer - $45.00**	40 / hour	**$1,800.00**	Y	Y
533-11210--01-02	Laborer Technician Regular Time	**Supplier Product Code:** **Supplier Notes:** Decon - Auto COI Ft. Lauderdale	**First Offer - $40.00**	80 / hour	**$3,200.00**	Y	Y
533-11210--01-03	Laborer Regular Time	**Supplier Product Code:** **Supplier Notes:** Decon G.L COI Ft. Lauderdale	**First Offer - $35.00**	80 / hour	**$2,800.00**	Y	Y
533-11210--01-04	Supervisor Overtime	**Supplier Product Code:** **Supplier Notes:** E-Verify_Affirmation_Statement	**First Offer - $45.00**	40 / hour	**$1,800.00**	Y	Y
533-11210--01-05	Laborer Overtime	**Supplier Product Code:** **Supplier Notes:** Minority Women & Service Disabled Veteran	**First Offer - $45.00**	80 / hour	**$3,600.00**	Y	Y
533-11210--01-06	Laborer Technician Overtime	**Supplier Product Code:** **Supplier Notes:** Decon Environmental G.C License	**First Offer - $40.00**	80 / hour	**$3,200.00**	Y	Y
533-11210--01-07	Supervisor Microbial Containment Regular Time	**Supplier Product Code:** **Supplier Notes:** Air Quality Control Subcontractor Information	**First Offer - $45.00**	40 / hour	**$1,800.00**	Y	Y
533-11210--01-08	Laborer Microbial Containment Regular Time	**Supplier Product Code:**	**First Offer - $40.00**	80 / hour	**$3,200.00**		Y
533-11210--01-09	Laborer Technician Microbial Containment Regular Time	**Supplier Product Code:**	**First Offer - $40.00**	80 / hour	**$3,200.00**		Y
533-11210--01-10	Supervisor Microbial Containment Overtime	**Supplier Product Code:**	**First Offer - $45.00**	40 / hour	**$1,800.00**		Y
533-11210--01-11	Laborer Microbial Containment Overtime	**Supplier Product Code:**	**First Offer - $40.00**	80 / hour	**$3,200.00**		Y
533-11210--01-12	Laborer Technician Microbial Containment Overtime	**Supplier Product Code:**	**First Offer - $40.00**	80 / hour	**$3,200.00**		Y
533-11210--01-13	Mobilization Regular Time	**Supplier Product Code:**	**First Offer - $2,000.00**	2 / each	**$4,000.00**		Y
533-11210--01-14	Mobilization Overtime	**Supplier Product Code:**	**First Offer - $2,000.00**	2 / each	**$4,000.00**		Y
533-11210--01-15	Water Extraction	**Supplier Product Code:**	**First Offer - $0.25**	10000 / square foot	**$2,500.00**		Y
533-11210--01-16	UV Fogging of Mildicide	**Supplier Product Code:**	**First Offer - $0.01**	10000 / square foot	**$100.00**		Y

533-11210--01-17	Apply Mildicide (Water Damage)	**Supplier Product Code:**	**First Offer - $0.01**	10000 / square foot	**$100.00**	**Y**
533-11210--01-18	Drywall Removal	**Supplier Product Code:**	**First Offer - $4.00**	500 / square foot	**$2,000.00**	**Y**
533-11210--01-19	Drywall Soffit Removal	**Supplier Product Code:**	**First Offer - $4.00**	500 / square foot	**$2,000.00**	**Y**
533-11210--01-20	Drywall Removal In Ceiling Plenum	**Supplier Product Code:**	**First Offer - $5.00**	500 / square foot	**$2,500.00**	**Y**
533-11210--01-21	Carpet Restoration and Sanitizing	**Supplier Product Code:**	**First Offer - $0.01**	1000 / yard	**$10.00**	**Y**
533-11210--01-22	Carpet and Mastic Removal	**Supplier Product Code:**	**First Offer - $6.00**	500 / yard	**$3,000.00**	**Y**
533-11210--01-23	Mastic/Adhesive Removal	**Supplier Product Code:**	**First Offer - $5.00**	300 / yard	**$1,500.00**	**Y**
533-11210--01-24	Carpet and Pad Removal	**Supplier Product Code:**	**First Offer - $3.00**	1000 / yard	**$3,000.00**	**Y**
533-11210--01-25	Tack Strip Removal	**Supplier Product Code:**	**First Offer - $0.01**	2000 / linear foot	**$20.00**	**Y**
533-11210--01-26	Content Manipulation	**Supplier Product Code:**	**First Offer - $0.10**	20000 / square foot	**$2,000.00**	**Y**
533-11210--01-27	Vinyl Tile Removal	**Supplier Product Code:**	**First Offer - $1.00**	1000 / square foot	**$1,000.00**	**Y**
533-11210--01-28	Vinyl Wall Covering Removal	**Supplier Product Code:**	**First Offer - $0.50**	1000 / square foot	**$500.00**	**Y**
533-11210--01-29	Containment Setup and Breakdown Under 1,000 S.F.	**Supplier Product Code:**	**First Offer - $1.00**	5 / each	**$5.00**	**Y**
533-11210--01-30	Containment Setup and Breakdown Over 1,000 S.F.	**Supplier Product Code:**	**First Offer - $1.00**	5 / each	**$5.00**	**Y**
533-11210--01-31	HVAC System Clean and Sanitize	**Supplier Product Code:**	**First Offer - $66.00**	100 / hour	**$6,600.00**	**Y**
533-11210--01-32	HEPA Vacuum Space/Area	**Supplier Product Code:**	**First Offer - $0.50**	5000 / square foot	**$2,500.00**	**Y**
533-11210--01-33	HEPA Vacuum Space/Area Contents	**Supplier Product Code:**	**First Offer - $0.20**	5000 / square foot	**$1,000.00**	**Y**
533-11210--01-34	Rental of Drying Unit (Blower)	**Supplier Product Code:**	**First Offer - $30.00**	100 / day	**$3,000.00**	**Y**
533-11210--01-35	Rental of Large Air Scrubber	**Supplier Product Code:**	**First Offer - $100.00**	50 / day	**$5,000.00**	**Y**
533-11210--01-36	Rental of Small Air Scrubber	**Supplier Product Code:**	**First Offer - $50.00**	100 / day	**$5,000.00**	**Y**
533-11210--01-37	Rental of Large Dehumidifier	**Supplier Product Code:**	**First Offer - $125.00**	50 / day	**$6,250.00**	**Y**

533-11210--01-38	Rental of Small Dehumidifier	**Supplier Product Code:**	**First Offer - $50.00**	100 / day	**$5,000.00**	**Y**
533-11210--01-39	Rental of Wall Injection System	**Supplier Product Code:**	**First Offer - $1.00**	75 / day	**$75.00**	**Y**
533-11210--01-40	Rental of Large Negative Air Machine	**Supplier Product Code:**	**First Offer - $100.00**	30 / day	**$3,000.00**	**Y**
533-11210--01-41	Additional Materials Allowance	**Supplier Product Code:**	**First Offer - $5,000.00**	1 / lot	**$5,000.00**	**Y**
533-11210--01-42	Additional Materials Allowance Markup (Percentage)	**Supplier Product Code:**	**First Offer - 15.00%**	1 / lot	**15.00%**	**Y**
533-11210--01-43	Additional Materials Allowance Markup Cost	**Supplier Product Code:**	**First Offer - $750.00**	1 / lot	**$750.00**	**Y**
533-11210--01-44	Permitting Allowance	**Supplier Product Code:**	**First Offer - $2,500.00**	1 / lot	**$2,500.00**	**Y**
533-11210--01-45	Additional Professional Services Allowance	**Supplier Product Code:**	**First Offer - $5,000.00**	1 / lot	**$5,000.00**	**Y**
533-11210--01-46	Ceiling Tile Removal and Replacement (City Furnished Tiles)	**Supplier Product Code:**	**First Offer - $8.00**	100 / each	**$800.00**	**Y**
533-11210--01-47	Ceiling Tile and Grid Removal	**Supplier Product Code:**	**First Offer - $1.00**	500 / square foot	**$500.00**	**Y**

Supplier Total **$113,015.00**

Decon

Item: **Supervisor Regular Time**

Attachments

11210-Addendum_No.1.pdf

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 533-11210
Water Extraction and Remediation of Water Damage and Mold Impact Services

ISSUED July 3, 2013

This addendum is being issued to make the following change:

The following is now part of the General Conditions:

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Division

Company Name: Decon Environmental & Engineering, Inc
(please print)

Bidder's Signature: Alon Levin – Vice President

Date: July 12, 2013

Decon

Item: **Laborer Technician Regular Time**

Attachments

Decon - Auto COI Ft. Lauderdale.pdf

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2013

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
MMZ Associates Inc.
1133 Westchester Ave. , Suite S219
White Plains, NY 10604

www.mmz.net 931445 / 0C60224

CONTACT NAME:
PHONE (A/C, No, Ext): 914-332-9000 FAX (A/C, No): 914-332-9109
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philladelphia Insurance Companies	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Decon Environmental & Engineering, Inc.
2652 North West 31st Avenue
Fort Lauderdale FL 33311

COVERAGES **CERTIFICATE NUMBER:** 16977150 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK1028423	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS / ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	✓ Collision - 1000 deductible							$
	✓ Comprehensive - 1000 deductibl							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Evidence of insurance

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue Room 619
Fort Lauderdale FL 33301

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

Mark Zettl

Mark Zettl

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Decon
Item: **Laborer Regular Time**

Attachments
Decon G.L COI Ft. Lauderdale.PDF

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2013

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
Greyling Insurance Brokerage
450 Northridge Parkway
Suite 102
Atlanta GA 30350

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Specialty Insurance Co.	21199
INSURER B: Arch Insurance Company	11150
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DECON Environmental & Engineering, Inc.
DECON Worldwide, Inc.
2652 NW 31st Avenue
Ft. Lauderdale FL 33311

COVERAGES **CERTIFICATE NUMBER:** 12-13 (Main One) **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractor's Poll. Liab. X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			12 EMP 72104 00	10/20/2012	10/20/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			12 EMX 92854 00	10/20/2012	10/20/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EBWCC00080-00	10/20/2012	10/20/2013	X WC STATUTORY LIMITS OTHER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Fort Lauderdale is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Excess Liability includes Contractor's Pollution Liability & Professional Liability. Professional Liability in primary & excess liability policies is claims-made.

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue
Suite 619
Fort Lauderdale, FL 33301

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
Matias Ormaza/JERRY

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The ACORD name and logo are registered marks of ACORD

Decon

Item: **Supervisor Overtime**

Attachments

E-Verify_Affirmation_Statement.pdf

ATTACHMENT "A"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 533-11210

Project Description: Water Extractracion and Remediation of Water Damage and Mold Impact

Services Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Decon Environmental & Engineering, Inc

Authorized Company Person's Signature: Dane Potegiter

Authorized Company Person's Title: Office Manager

Date: July 12, 2013

Decon
Item: **Laborer Overtime**

Attachments
Minority Women Service Disabled Veteran 09-06-13.pdf

Office of Supplier Diversity
OSD
State of Florida

State of Florida

Minority, Women & Service-Disabled Veteran

Business Certification

Decon Environmental & Engineering, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

09/06/2011 to 09/06/2013

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399-0950 • 850.487.0915 • www.osd.dms.state.fl.us

Decon

Item: **Laborer Technician Overtime**

Attachments

Decon General Contractor License 8.31.14.pdf

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

SAELINGER, JAY D
DECON ENVIRONMENTAL & ENGINEERING, INC.
2652 NW 31 AVE
FT LAUDERDALE FL 33311

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6224041
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC044418 07/24/12 1104151174

CERTIFIED GENERAL CONTRACTOR
SAELINGER, JAY D
DECON ENVIRONMENTAL & ENGINEERIN

IS CERTIFIED under the provisions of CH 489 FS
Expiration date: AUG 31, 2014 L1207240116B

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND · MICROPRINTING · LINEMARK · PATENTED PAPER

AC# 6224041 **STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L1207240116B

DATE	BATCH NUMBER	LICENSE NBR
07/24/2012	1104151174	CGC044418

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SAELINGER, JAY D
DECON ENVIRONMENTAL & ENGINEERING, INC.
2652 NW 31 AVE
FT LAUDERDALE FL 33311

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Decon

Item: **Supervisor Microbial Containment Regular Time**

Attachments

Air Quality Control Subcontractor Info.pdf

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

LIND, CLIFFORD S
AIR QUALITY CONTROL ENVIRONMENTAL INC
10905 OLD BRIDGEPORT LANE
BOCA RATON FL 33498

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6320702
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CAC1816896 [illegible]/2012 1288063753
CERTIFIED AIR COND CONTR
LIND, CLIFFORD S
AIR QUALITY CONTROL ENVIRONMENTA
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12083001973

DETACH HERE

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AC# 6320702

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12083001973

DATE	RATIFICATION NUMBER	LICENSE NBR
08/30/2012	1288063753	CAC1816896

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

LIND, CLIFFORD S
AIR QUALITY CONTROL ENVIRONMENTAL INC
10905 OLD BRIDGEPORT LANE
BOCA RATON FL 33498

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AIRQU-1 OP ID: AI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2013

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
BROWN & BROWN OF FLORIDA INC
14900 NW 79th Court Suite#200
Miami Lakes, FL 33016-5869
Ernie Sariol
Phone: 305-364-7800
Fax: 305-714-4401

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Commercial Insurance Co	33472
INSURER B: Bridgefield Employers Ins Co	10701
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Air Quality Control Environmental, Inc.
3640 NW 118th Avenue Ste 3
Coral Springs, FL 33065

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL0015270	04/17/2013	04/17/2014	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	Included
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA0023973	04/17/2013	04/17/2014	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	063052536	04/17/2013	04/17/2014	WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

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

CERTIFICATE HOLDER

FORTLAU

City of Fort Lauderdale
Procurement Services Division
100 N Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AIR QUALITY CONTROL ENVIRONMENTAL INC.

Mike Dexter, *Owner AQC* Since 1996

- NADCA Certified
- ASCS (Air System Cleaning Specialist)
- VSMR (Ventilation System Mold Remediation)

Al Dexter, *Owner/Founder,* AQC since 1991

- CVI (Certified Ventilation Inspector

Todd Sacks, AQC Since 2011

- CIE (Certified Indoor Environmentalist)
- LEED AP

Jon Hagar, *Field Operations Manager,* AQC Since 2010

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

533-11210

Water Extraction and Remediation of Water Damage and Mold Impact Services

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the

termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold

any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

QUESTIONNAIRE

Bidder certifies the truth and accuracy of all statements and the answers contained herein. Failure to answer each question could result in the disqualification of your bid.

1. Provide complete information of five references for which you have performed similar services.

   Company name: **Miami Dade County Public School**
   Address: **1450 NE 2nd Ave Miami, FL 33132**
   Contact Name: **Raph Cruz-Munoz**
   Telephone Number: **(305) 995-4594**

   Company name: **Broward County Public Schools**
   Address: **1643 N Harrison Parkway Bldg H Sunrise, FL 33323**
   Contact Name: **Richard Rosa**
   Telephone Number: **754-321-1625**

   Company name: **Stiles Properties**
   Address: **301 E Las Olas Blvd Fort Lauderdale, FL 33301**
   Contact Name: **Chris Rotolo**
   Telephone Number: **954-629-9392**

   Company name: **Florida Department of Transportation**
   Address: **PO Box 9828 Fort Lauderdale, FL 33310**
   Contact Name: **Wayne Varga**
   Telephone Number: **954-214-5080**

   Company name: **Lincoln Property Company**
   Address: **600 N Pine Island Rd #340 Plantation, FL 33324**
   Contact Name: **Rachel Davis**
   Telephone Number: **954-653-0500**

2. Number of years experience you have had in providing similar services.
   25 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
   Yes ☐ No ☑

4. Will you use a subcontractor for HVAC items of work?
   Yes ☑ No ☐

5. If you answered yes to Number 4, have you included the name and qualifications of your HVAC subcontractor with your bid submittal?
   Yes ☑ No ☐

6. Have you included copies of all appropriate licenses/Certifications with your bid submittal?
   Yes ☑ No ☐

7. Have you included a list of employees along with their number of years' experience and

certifications for each?

Yes ☑ No ☐

8. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes ☑	No ☐
Auto Liability	Yes ☑	No ☐
Worker's Comp	Yes ☑	No ☐

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
NONE	NONE

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Alon Levin** **July 12, 2013**

(Authorized signature) (date)

Name (printed) **Alon Levin** Title: **Vice President**

Company: (Legal Registration) **Decon Environmental & Engineering, Inc**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **2652 NW. 31 Avenue**

City: **Fort Lauderdale** State: **Florida** Zip: **33311**

Telephone No. **9544858800** FAX No. **9544858809** Email: **alevin@decon.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3**

Payment Terms (section 1.04): **Net 45** Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☑

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
1 - July 3, 2013	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☑ NO ☐

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **N/A**

revised 11-29-11