

PROCUREMENT & MATERIALS
 MANAGEMENT DIVISION
 100 N. ANDREWS AVENUE
 FORT LAUDERDALE, FL 33301
 Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
 INVITATION TO BID
 e-mail: purchase@ci.fort-lauderdale.fl.us
 ITB NO. 531-8832

ISSUE DATE:
 PAGE 1 OF 6
**BIDS MUST BE RECEIVED
 PRIOR TO 2:00 P.M.
 ON: 2/28/03**

TITLE: 2-YR. CONTRACT FOR WINDOW CLEANING SERVICES, GLASS ELEVATOR TOWERS, VARIOUS CITY GARAGES

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: ADM/Parking Services

CONTACT FOR TECHNICAL QUESTIONS: same

PHONE: (954) 828-5146

Bidder Must Complete the Following:

Vendor Name Number & Street: City, State, Zip (+4) (See General Conditions Section 1.01)	Total Bid Discount (section 1.04) <hr/> Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, 1.06) Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section <hr/> Web site address: http://www/_____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) status Conditions? _____%, net _____	Does your firm qualify for MBE, WBE, SBE in accordance with Section 1.08 of General MBE _____ WBE _____ SBE _____
<p>How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Facsimile bids will be accepted. Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope: BID No. 531-8832 Title: 2-YR. CONTRACT FOR WINDOW CLEANING SERVICES-GLASS ELEVATOR TOWERS VARIOUS CITY GARAGES OPENS: 2/28/03, 2:00 PM</p>	
<p>Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p> <p>_____ Signature of Authorized Representative</p> <p>_____ Title (Typed or Printed)</p> <p>_____ Name of Authorized Representative (typed or printed)</p> <p>_____ Date</p>	

ITB No. 531-8832 2-YEAR CONTRACT - WINDOW CLEANING SERVICES, GLASS ELEVATOR TOWERS CITY GARAGES

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time from bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a address, please so indicate. 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.
- 1.02.1 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discount 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 is computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.03 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 prices bid and shall be considered in tabulation and award of bid.
- 1.04 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.05 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 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 listed 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 all or part of the bid that is declared, by the City as conditional.

- 1.06 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 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 requested in this ITB.
- 1.07 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 public 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 causes. 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 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 descent 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 their 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.

1.09 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 contract 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 by these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in these programs. 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

ITB No. 531-8832 2-YEAR CONTRACT - WINDOW CLEANING SERVICES, GLASS ELEVATOR TOWERS CITY GARAGES

1.09(a) CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall certify certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide document application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Division of the Fort Lauderdale.

A quotation received in response to this ITB will be considered to be a firm offer held for acceptance for ninety (90) days from quotation due date. trade discounts and quote firm prices. In the case of a discrepancy, the unit price will prevail. The City is exempt from Federal Excise and Florid Taxes. All prices quoted shall be F.O.B. destination.

If approved Equal is listed in the specifications, the quotation must contain adequate information to ensure that the quoted item meets the required If estimated quantities are listed, they are for information purposes only, and no warranty or guarantee of quantities is given or implied.

Bids will only be considered from firms who are qualified to provide the required product or service. The City reserves the right to reject bids where or evaluation by the City is determined to indicate inability to perform. The City reserves the right to award to the quotation(s) that will best serve th of the City, to reject any or all quotations, or to cancel the ITB and reissue. The City also reserves the right to waive minor variations or irregularit specifications or in the bidding process.

Items delivered will remain the property of the seller until accepted to the satisfaction of the City. Those that do not conform to bid specification rejected and returned at sellers expense.

If seller is required to go on City property to perform work, he/she shall assume all responsibility and expense of obtaining insurance, as required by The City reserves the right to cancel any contract for cause upon written notice, and for convenience upon thirty (30) days written notice. There sf discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. Seller shall not transfer or a performance required by this ITB without prior written consent of the City Manager, or designee.

The seller agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and ag and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorne connection with or arising directly or indirectly out of the work agreed to or performed by the seller under the terms of any agreement that may ari the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decr court, shall be included in the indemnity hereunder. The parties waive the privilege of venue and agree that all litigation between them in the sta shall take place in Broward County, Florida, and that all litigation between them in federal courts shall take place in the Southern District in and for of Florida.

Form G-107A Rev 7/01

SCOPE OF SERVICES

1. PURPOSE: The City of Fort Lauderdale, Florida is actively seeking bids/proposals from qualified firms, hereinafter referred to as the Contractor, to provide elevator window cleaning services, inside and out, at the Arts & Science District Parking Garage (101 S.W. 5th Avenue) and the City Park Garage (150 S.E. 2nd Street) as required by the Parking Division, in accordance with the Invitation to Bid (ITB).

2. ADDITIONAL INFORMATION: For information concerning bidding procedures contact procurement Specialist II, Linda Wilson, at (954) 828-5146. For additional information concerning the technical specifications contained in this bid contact Parking Facilities Maintenance Coordinator, Richard Stapleton, at phone (954) 468-1569. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

3. CONTRACT TERM: The contract will be for two (2) years, however, the City reserves the right to extend the contract for up to three (3) additional one (1) year periods providing both parties to the contract agree to the extension; all the terms, conditions, and specifications remain the same; and such extension is approved by the City.

4. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

5. ADDITIONS OR DELETIONS: The City reserves the right to add to, or to delete, any portion of this contract at any time without cause. The City reserves the right to add items of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items, and shall provide the City prices or contractual terms on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices or contractual terms in his/her Bid. If the prices, or terms 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 purchase those items or services from other Contractors, or to cancel the contract upon giving thirty (30) days written notice.

6. INSURANCE REQUIREMENTS: The Contractor shall provide to the City's Purchasing Division original certifications of insurance with the following coverages:

WORKERS COMPENSATION Insurance, in accordance with Florida Statutes.

Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance. **Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.**

COMMERCIAL GENERAL LIABILITY including Products/Completed Operations and Automobile Liability in the combined single limit of five hundred thousand dollars (\$500,000.00) Dollars. **Such certificate shall list the City as an "additional insured" for General Liability coverage and shall have no less than thirty (30) days notice of cancellation. No work can be started until the original certificate is received and approved by the City's Risk Manager.**

7. INVOICES: The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice. The City will endeavor to pay invoices completely within thirty (30) days of receipt of an invoice, except for items questioned. The City shall notify the Contractor within ten (10) days of receipt of invoice of any

items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

8. CONTRACTOR'S RESPONSIBILITIES: Contractor shall be responsible for providing all labor, equipment, scaffolding or mechanical lift equipment, all cleaning materials, safety devices, barricades, etc., to perform the requested services. Contractor shall be properly licensed in accordance with all local, and state requirements. Contractors shall be responsible for all permits, taxes, etc., which may be required in the performance of these services. Contractor shall be required to contact the City at phone number (954) 468-1569 for advanced scheduling of the cleaning services. All work to be performed as scheduled on a Saturday or Sunday, between the hours of 6:00am and Noon. Contractor shall provide a written Work Order form to be signed by Vendor and City representatives upon satisfactory completion of work.

9. COST ADJUSTMENTS: The prices offered and accepted must remain firm for the first full year of the contract. Such costs for the second year and any subsequent years are subject to an adjustment only if an increase occurs throughout the local industry, but any such increase may not exceed 5% per year, or the All Urban Consumer Price Index (CPI-U), whichever is lesser, as published by the U.S. Department of Labor. Any such increase must be documented and submitted in writing to the City at least ninety (90) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive and the matter can not be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

10. GENERAL CONDITIONS: Except for Special Conditions, all other conditions of the General Conditions, Form G-107, Rev. 7/01, are included by reference as a part of the ITB.

BID PROPOSAL PAGES

BIDDER TO COMPLETE ALL THE FOLLOWING INFORMATION:

Company Name: _____
 (legal registered)

Principle Contact: _____
 (name & title)

Telephone # : (____) _____ E-Mail: _____

Bidder please quote a Firm, Fixed total cost, NOT TO EXCEED for the services in accordance with the ITB:

**LOCATION: ARTS & SCIENCE DISTRICT PARKING GARAGE
 101 S.W. 5th Avenue**

<u>DESCRIPTION</u>	<u>FIRM COST QUANTITY</u>	<u>EXTENDED PER CLEANING</u>	<u>TOTAL COST</u>
Cleaning glass, elevator towers & elevators (1 tower, 2 elevators, 3 story height), per ITB specs.	4 times/yr.	\$ _____	\$ _____

**LOCATION: CITY PARK GARAGE
 150 S.E. 2nd Street**

<u>DESCRIPTION</u>	<u>FIRM COST QUANTITY</u>	<u>EXTENDED PER CLEANING</u>	<u>TOTAL COST</u>
Cleaning glass, elevator towers & elevators (4 towers, 4 elevators, 7 story height), per ITB specs.	4 times/yr.	\$ _____	\$ _____

ANNUAL GRAND TOTAL \$ _____

Other Costs (if applicable), provide details: _____
