

WINTER HAVEN

The Chain of Lakes City

February 22, 2010

INVITATION TO BID ITB-10-13

Sealed Bids marked "**SEALED BID –ANNUAL CONTRACT – CUSTODIAL SERVICES-UTILITIES**" will be received by the City of Winter Haven until **2:00 P.M., March 25, 2010**, at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

"Annual Contract for Custodial Services for Utilities"

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The services specified shall be furnished in accordance with the Invitation To Bid, Specifications, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein and any other documents prepared for this bid.

A Pre-Bid Conference will be held at the office of the Utilities Services Administration, 401 6th St. SW, Winter Haven, FL, 33880 at **9:00 A.M., March 9, 2010**, for the purposes of answering any questions bidders may have in reference to the bid.

Bidders shall submit bids in on the Proposal and Bid form furnished by the City. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

For additional information, contact Cheryl Lundy by telephone at 863-291-5853.

Questions concerning this bid must be submitted in writing on or before **3:00 p.m., March 16, 2010** to Cheryl Lundy at **clundy@mywinterhaven.com** or by fax at **863.291.5886**. Questions received after this time will not be answered.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN



Bob Bishop

Procurement Services Division Director

Enclosures

INTRODUCTION

The City of Winter Haven, a political subdivision of the State of Florida, requests the submittal of information from vendors that are interested in providing labor, equipment, materials and supplies necessary for janitorial and carpet cleaning services.

Vendor must provide references that can verify satisfactory, comparable janitorial jobs within the last 3 years. For all references, please include name of the business, contact name, phone number and dates of employment.

It is the objective of the City to obtain full cleaning performance in accordance with the terms of this ITB and at the quality standards of work set forth in this ITB. To this end, the City is contracting for the complete performance of each cleaning job and at the quality standards of work set forth herein.

When work items are to be performed a certain number of times per year, the following schedule must be followed:

For work items to be performed one (1) time per year – completion date will be April 1

For work items to be performed two (2) times per year – completion dates will be Oct.1 and April 1

For work items to be performed three (3) times per year – completion dates will be Aug.1, Dec.1 and April 1

For work items to be performed four (4) times per year – completion dates will be July 1, Oct.1, Jan.1 and April 1

The contractor shall provide all labor, materials, supplies, tools and equipment including floor machines, dust cloths, waxes, detergents, all types of polishes and other supplies and equipment required to properly fulfill the terms of the contract.

****INSURANCE REQUIREMENTS****

The successful bidder(s) must furnish proof of workers comp insurance as well as general liability and automobile coverage of at least \$500,000.00, with the City of Winter Haven named as an additional insured. All certificates of insurances signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. Proof of required workers compensation, general liability and automobile coverage is required at the award of the contract and not at the time of bidding.

NON-PERFORMANCE

The City shall withhold and not pay one (1) week's amount of invoices, as liquidated damages, for non-performance. If the vendor continues to not perform, the contract will be terminated.

Vendor must provide a 24 hour emergency contact number. Vendor must notify the City's Representative of any changes in the phone number throughout the course of this contract.

INSTRUCTIONS

- A. A pre-bid conference will be held at the office of the Utilities Services Administration, 401 6th St SW, Winter Haven, FL, 33880, on **March 9, 2010, at 9:00 A.M.** The conference will review performance requirements and address questions and concerns presented by the bidders.
- B. The City shall only provide toilet tissue, toilet seat covers, paper towels, cups, required hand soaps for restrooms, restroom deodorizers and trash can liners. The contractor(s) shall keep all restroom containers (toilet roll holder, soap dispenser, paper towel holder, etc.) filled. Contractor is responsible for requesting more supplies, from the facilities representative, as needed at each facility, before items are depleted.
- C. The representative reserves the right to request monthly meetings with awarded vendor. Meetings may be requested more often if necessary.
- D. The term "City's Representative", as used herein, shall mean the authorized representative for each building / area where services shall be performed. The authorized representative shall be provided to the vendor.
- E. The City's Representative, under whose direction the work will be performed shall be consulted as to the manner of starting the work so as to cause a minimum of interference. The work shall be carried on in such a manner that there will be no interruption to, or interference with, the proper execution of City business. All persons employed on the work shall, while on premises, comply with all building regulations.
- F. Payments will be made monthly upon presentation of an invoice for certification and payment. Payment shall be rendered only for service satisfactorily provided. If unsuitable service has been brought to the attention of the contractor and has not been rectified in 24 hours, that area will be deducted from the month's invoice. All invoices should include the area/building that was cleaned, the representative for the building and be mailed to:
- City of Winter Haven
Accounts Payable
PO Box 2277
Winter Haven, FL 33883
- G. If this ITB becomes effective or terminates during the course of a month, the amount to be paid the vendor for the part month shall be determined by pro-rating the amount specified in the ITB for a full month on the basis of the number of days in the month involved.
- H. **Random daily inspection** of the Vendor's work will be made by the City's Representative using prescribed forms to record vendor performance. The City's Representative has authority to point out to the vendor incomplete or defective work, but does not have the authority to alter the terms or conditions of the ITB.

- I. Vendors shall be licensed to perform the type of work stated in this solicitation. Said Business Tax Receipt (Occupational Licenses) shall be in the vendor's name and as it appears on the official bid form. Upon notification, vendor shall provide copies of all applicable licenses.
- J. Successful vendor will submit a "personnel manning schedule" indicating the number of persons assigned to a specific space and the minimum required man hours to accomplish daily tasks.
- K. Successful vendor will submit proposed cleaning products with MSDS to each City's Representative.
- L. The vendor shall submit to the City's Representative, a schedule of work showing operations to be performed daily and weekly for review by the City's Representative. On the first day of the contract period, the vendor shall post a copy of the schedule in each area being serviced, at a location designated by the City's Representative.

The schedule shall be as follows:

- (1) Daily Requirements – List all services to be performed.
 - (2) Weekly Requirements – The day in the week that work will be performed.
 - (3) Semi-Annual Requirements – The day in the month that work will be performed.
 - (4) Annual Requirements – The day in the month that work will be performed.
- M. If the City's Representative finds that repairs or changes are required to the building, its contents, or its appurtenances, which, in the opinion of the City's Representative are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior or defective or not in accordance with the terms of the ITB, the vendor shall promptly upon receipt of notice from the City's Representative place in satisfactory condition all such, correct all defects and shall make good any work or materials or equipment and contents of said building or site disturbed in making such restoration.
 - N. In any case where the fulfilling of the requirements of the ITB or any restoration work embraced in or required there by the vendor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the City's Representative and guarantee such restored work to the same extent as it was guaranteed under such other contract.
 - O. The City may undertake or award other bids for additional work and the vendor shall carefully fit his own work around this additional work as may be directed by the City's Representative. The vendor shall not commit or permit any act that will interfere with the performance or work by another contractor or by City employees.
 - P. Everything done in accordance with the requirements of these provisions shall be without additional expense to the City.
 - Q. The City may add or delete facilities to the ITB from time to time by amending the existing ITB in a time frame agreeable to both the City and the vendor.

- R. The vendor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the vendor shall not permit placing, or use of, mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Vendor's employees shall be required to interrupt their work at any time to allow passage of building occupants.
- S. All supplies, equipment, and machines shall be kept free from traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of, or removed from the building. Cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- T. The vendor shall be responsible in the event of theft or damage of City property or personal property of building occupants. All unclaimed articles found in or about the work areas by the vendor shall be identified as to the location found and turned in to the City's Representative.
- U. The Contractor shall be as fully responsible to the City for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each subcontractor with the applicable provisions of the ITB. Nothing contained in the ITB shall create any contractual relation between any subcontractor and the City.

BUILDING TOUR CONTACTS

Prior to submitting a bid, all prospective bidders should make a site visit to Utilities and make a thorough inspection of all areas that they are bidding on. **Relief will not be granted to a bidder who fails to make a complete and thorough inspection of each and every area that they are bidding on.** Listed below is the name / phone # of the contact person for Utilities. Be sure to arrange the site visit/inspection with the contact person prior to bidding.

FACILITY	CONTACT PERSON	PHONE NUMBER
1. Utility Services Dept. (Utilities)	Cheryll Lundy	863.291.5853

WORK SCHEDULED FOR DAILY, WEEKLY OR MONTHLY

If any work which is scheduled for performance daily, weekly or every month is omitted or unsatisfactorily performed, the attention of the vendor or their designated representative will be called to this failure or omission and a deduction will be made from any monies due or to become due the vendor if the remedy is not made within 24 hours of notification.

In the event that deficiency occurs again within the next 48 hour period in the same location, the deduction will be taken whether the deficiency has been rectified or not.

In the event the vendor, for any reason whatsoever, consistently fails to perform work to the quality required in this ITB, the City reserves the right to:

- 1) Cancel the contract on as short a notice in writing as may be consistent with securing a replacement vendor to take over the work specified in the canceled contract.

PERIOD OF PERFORMANCE

- A. The period of performance for this contract is for one year from date of award. It may be extended for four (4) additional one (1) year periods at the same terms and conditions, with the mutual agreement of all parties. Upon extension of the contract(s), the selected provider may petition the City for a rate adjustment equal to the Consumer Price Index.

SCOPE OF SERVICES – JANITORIAL

- A. **The vendor shall provide the City's Representative within ten (10) days of the start of the ITB, a list of all vendor's employees assigned to work in the building with their home addresses and telephone numbers. The vendor shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided to the City's Representative immediately.**
- B. The vendor shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets or using telephone or office equipment.
- C. The vendor shall employ only competent and trustworthy people to perform the work covered by the ITB. The City may have the vendor remove any employee from the City ITB if the City's Representative feels that the employee is undependable, dishonest or not properly trained for the job.
- D. The vendor, performing work under this ITB, shall keep the records identified below for each employee performing the work described in the ITB:
 1. Employee's Name
 2. Employee's Work Classification(s)
 3. Employee's Address and Telephone Number
 4. Area Employee worked in
- E. Failure to satisfactorily perform the work required under these specifications shall be accepted as evidence that the vendor's work force is too small or that supervision is inadequate. In any case, immediate corrective measures shall be applied upon notice by the City's Representative.

SCHEDULING OF WORK

- A. To facilitate ITB administration and inspection by the City's Representative, the vendor shall:
 - A. Five (5) days prior to the contract starting date, submit in writing to be the City's Representative, the names of at least two (2) representatives, one of whom is authorized to act for the vendor in every detail for the night custodial cleaning services. The representatives, their location and their availability must be**

satisfactory to the City's representative. Prior to commencement of the ITB, the City's Representative and the vendor shall meet and review the total workload, and the cleaning methods proposed by the vendor.

Vendor shall be required to provide a Personnel Manning Schedule indicating the number of personnel assigned to specific space and the minimum required man-hours. This must be provided to the City's Representative a minimum of five (5) days prior to implementation by vendor.

- B. Submit status reports, monthly, of the project cleaning tasks performed for comparison with the schedule requirements. These reports will be submitted on forms furnished by the vendor, and acceptable to the City's Representative. Such reports will specify the location where the work has been completed, for example: That areas (such and such) have been scrubbed and spray buffed; that areas (such and such) have been damp mopped and buffed; that high cleaning has been performed in areas (such and such), etc.
- C. City working hours at Utilities will be considered to be from 7:00 AM to 6:00 PM, Monday through Saturday of each week.

Custodial Services are to be performed after the close of office hours on the following days:

FACILITY	DAYS WORK IS TO BE PERFORMED
1. Utility Services Dept. (Utilities)	Monday and Thursday

All holidays observed by the City are excluded from the above-mentioned days. They are as follows: New Years Day; Martin Luther King Day; Presidents Day, Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Day after Thanksgiving Day; Christmas Day. If a holiday falls on a Saturday, then the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, then the following Monday will be observed as the holiday. When Christmas falls on a Tuesday, the preceding Monday will also be a holiday. When Christmas falls on a Thursday, the following Friday will also be a holiday

STORAGE SPACE AND CUSTODIAN'S CLOSET

- A. Space available in the building will be assigned to the vendor for the storage of their bulk supplies and the equipment used in the performance of the work of the ITB, unless otherwise indicated below. This space shall be kept in a neat and orderly condition.
- B. The City will not be responsible in any way for damage, theft or lost supplies, materials or equipment kept throughout the buildings in custodial closets; or the vendor's employees' personal belongings brought into the building.

CLEANING QUALITY STANDARDS

This section outlines the minimum acceptable standards.

1. FLOOR MAINTENANCE (GENERAL):

- For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or windowsills.
- Upon completion of work, all furniture must be returned to its original position.
- Baseboards, walls, stair risers, furniture, and equipment shall, in no way, be splashed, disfigured, or damaged during these operations.
- Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions (this applies during cleaning operations). All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage area.

2. SWEEPING AND DAMP MOPPING:

- Sweeping Includes brush or mop sweeping, using sweeping compound, or mechanical brush vacuum sweeping, without damage or disfigurement of furniture, doors, or base trim. A properly swept floor is free of all dirt, dust or dust streaks; grit, lint and debris in all areas. All furniture shall be replaced to its original position upon completion.
- Damp Mopping; Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, unheated water, and detergent is required, using as small amount of water as possible, supplemented by dry-cleaning as required for spot removal, and removal of streaks from rubber heels and field shoes. A satisfactorily damp-mopped floor is without line and dust marks, film, streaks, debris, and standing water in all areas.
 - • **Results: After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or stair landings and treads. Likewise, sidewalk entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up.**
- There shall be no dirt, trash or foreign matter under desks, tables or chairs.

3. WET MOPPING AND BUFFING:

- The floors shall be properly prepared -thoroughly swept to remove visible dirt and debris, removal of wads of gum, tar and similar substances from the floor surface. On completion of mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, strings, etc., properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry, and corners and cracks clean after the wet mop or scrubbing. When scrubbing is designated, it shall be performed by machine, or by hand with a brush.

4. DAMP MOPPING AND BUFFING:

- At the stated frequencies, floors shall be damp mopped and spray buffed. The floor shall be prepared by sweeping to remove all visible dirt and debris, damp mopping with a clean mop

that has been dampened in clean cold rinse water. Appropriate wax shall be applied. The floor area shall then be machine buffed to a polished appearance.

5. MISCELLANEOUS:

- Carpets: After each thorough vacuuming, all carpets shall be clean, free from dust balls, dirt and other debris; nap on carpets shall lie in one direction. Spots shall be removed from rugs or carpets as they appear.
- Mat Cleaning: Clean all dirt-removing mats at entrances and remove all dirt, dust and other deposits from the nap.
- Toilets: Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout.

6. DUSTING (GENERAL):

- Dust shall not be moved from spot to spot, but removed directly from the areas, in which it lies, by the most effective means (appropriately treated dusting cloths, vacuum tools, etc.). When doing high clean, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist, after the completion of each dusting task:
 - There shall be no dust streaks.
 - Corners, crevices, molding, and ledges shall be free of all dust.
 - There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface.

7. RECOMMENDED METHODS:

- Dusting Furniture and Equipment: The horizontal surfaces of all furniture and equipment shall be dusted with a treated cloth or yarn duster, operated in continuous contact with surfaces. The manipulation shall be such as to pickup dust and not to scatter it. Surfaces shall be free of dirt, dust, lint, oily film, and streaks. Supplies used shall not damage the finish.
- Dusting Blinds: Dust blinds with treated dust cloths or yarn dusters. A properly dusted blind is free of dirt, dust, lint and cobwebs.
- Dusting Light Fixtures: Dust light fixtures with treated (anti-static) cloths or yarn dusters. Fixtures are properly dusted when free of dirt, dust, lint and cobwebs.
- Low Dusting: Removal of dust below normal high reach, 70", with treated dust cloths or yarn dusters, manipulated so as to pick up dust, dirt, lint and cobwebs. Feather dusters and similar dust scattering devices shall not be used. A properly dusted surface is free from dust, cobwebs, dirt, lint and streaks left from dusters.
- High Dusting: Removal of dust from walls, ceilings, and other structural components, pipes, equipment and fixtures above normal reach, 70" from the floor, with treated dust cloths or vacuum cleaner with HEPA filtration. Surfaces shall be free from dust, cobwebs, dirt, lint, and streaks left from dusters.

8. DAMP WIPING (GENERAL):

- This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass, and other specified surfaces, and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multipurpose (disinfectant-deodorizer) cleaner shall be used.
- LIGHT FIXTURE CLEANING: Damp wiping all accessible components with detergent may be used if necessary. All damp wiping, all surfaces shall be dried with a clean dry cloth. All components removed must be replaced immediately. Light fixtures are clean when all components are without insects, dirt, lint, film and streaks.

9. EMPTYING/CLEANING:

- EMPTYING WASTE RECEPTACLES: Empty all waste receptacles and remove trash and paper from building, and deposit in collection facilities provided for this purpose by the City. Receptacles shall be empty of trash and paper.
- ASH TRAYS/URNS: The work includes emptying all ashtrays, and all urns, wiping with cloth, as required to remove and prevent deposits and all urns. Properly cleaned, ashtrays are free of deposits and butts. The waste from ashtrays and urns shall be emptied into containers and removed to outside collection facilities provided for this purpose. Containers shall be of fire protective type.
- WASHING WASTE RECEPTACLES: Damp wipe receptacles inside and out. Receptacles are clean of all deposits, dirt streaks and odors after damp wiping.

10. WINDOW CLEANING (GENERAL):

- After each washing operation, all glass shall be clean and free of dirt, grime, streaks, and excessive moisture, and shall not be cloudy. Glassware moved during the operation shall be returned to its original position.
- WINDOW SASH, SILLS, and WOODWORK: Window sash, sill and woodwork about interior glass and other such surroundings shall be thoroughly wiped free of drippings and other watermarks.
- USE OF PROTECTIVE PADS: Cleaners shall use pads to protect windowsills when standing or placing materials on them and the vendor shall furnish all such pads and/or cloths necessary to protect City property.
- GLASS REQUIRING CLEANING: Glass that requires cleaning on both sides will have the inside and outside cleaning performed on the same day. This includes glass in panels, doors, signs, and counters. Plain water or cleaning solutions prepared for this purpose shall be used.

Scouring powders shall not be used. Adjacent trim shall be wiped clear with damp cloth and floors cleaned of any drippings. Glass is clean when all accessible glass surfaces are without streaks, fill, deposits, fingerprints and stains, and has a uniformly bright appearance.

11. WINDOW WASHING:

Window washing shall be so scheduled and performed as to provide the least inconvenience, washed on both sides. If occupants are seriously inconvenienced, the window washing activities shall be rescheduled at the discretion of the City Representative. Interior surfaces, frames, sills, and screens shall be cleaned. All work in a single room will be completed the same day the first window in that particular room is started. Windows will be free of dirt, dust and film. Screens, frames and sills will be free from dust, dirt line and insects.

12. BLINDS:

Blinds shall be removed and washed by immersion in detergent solution followed by rinsing in plain water, and then dried. The vendor shall reinstall blinds within two (2) working days after removal. Blinds will be free of all dirt and deposits.

13. WATER COOLERS:

Coolers will be cleaned using detergent, if required. Cabinets of water coolers shall be wiped clean with a damp cloth. Coolers are clean when free from stains, streaks and film.

14. FURNITURE CLEANING AND POLISHING:

Wood and finished metal surfaces shall receive furniture polish with rubbing, as necessary, for cleaning, followed by polishing with a clean dry cloth or electric buffer. All plastic and imitation leather coverings shall be cleaned with detergent solution, followed by wiping with cloth, dampened in plain clean water. Leather coverings shall be thoroughly cleaned with combination cleaner and polish; followed by polishing with a clean dry cloth. When cleaned or polished, all surfaces shall have a uniform appearance, free of deposits, streaks, or film. No silicone base polish shall be used.

15. SPOT CLEANING:

Walls, partitions, doors and trim will be cleaned with a damp cloth and detergent, if necessary, to remove spots. All walls, doors, door trim, baseboards and other surfaces shall have dirt, stains, heel marks, handprints and other disfigurements removed. Areas cleaned by spot remover shall be left in condition of surrounding areas without causing unsightly discoloration. Walls and floors adjacent to fixtures shall be free of spots, drippings and watermarks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustations.

17. PORCELAIN WARE CLEANING:

Porcelain fixtures {drinking fountains, washbasins, urinals, toilets, etc.} shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.

18. CLEANING DOORS AND TRIM:

Cleaning doors and adjacent trim shall consist of scrubbing all surfaces with detergent solution, followed by clean water rinse. Doors and trim, when properly cleaned, are free from dirt; deposits, film, and have a uniform appearance.

19. PLUMBING FIXTURES AND DISPENSERS CLEANING:

This includes water closets, urinal sinks, soap trays or dispensers, and paper dispensers. Scouring powder may be used on plumbing fixtures or ceramic tiles to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals, if required, on approval by the City Representative. Fixtures and dispensers are clean when free of deposits, stains, film, odors, and dispensers are replenished.

20. CLEANING TILE, TOILET STALL PARTITIONS AND DOORS:

Cleaning all tile and toilet stall partitions and doors will be accomplished with detergent solution and sponge, followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

21. POLICING:

This job includes performance of the following tasks at the stated frequencies: Picking up and removing from areas inside the building all paper, trash, empty bottles and other discarded materials; maintaining wall-hung and floor-type ash receptacles in a neat and presentable condition; picking up and removing from areas inside the building wads of gum, spots of tar, and other foreign substances, tidying up drinking fountains and glass surfaces; mopping up wet areas caused by spillage, accidents or inclement weather.

SCOPE OF SERVICES – CARPET CLEANING

The work includes furnishing all labor, superintendence, transportation, tools, equipment, materials and supplies necessary for accomplishment of carpet cleaning services in accordance with these specifications, and subject to the terms of the ITB. The services shall include all functions normally considered a part of workmanlike, satisfactory work. Work is to include: (1) routine cleaning, and (2) project spot cleaning.

1. ROUTINE CARPET CLEANING:

- Routine carpet cleaning is defined as picking up paperclips, staples, metal fasteners, pieces of paper, rubber bands, cigarette butts and other visible foreign matter. It is further defined as daily vacuuming and removing all stains.

2. PERIODIC CARPET CLEANING:

- Pilate crushed areas of carpet.
- Vacuum entire area including edges.
- Treat spots.
- Shower shampoo traffic lanes. Always use a non-residual shampoo solution.
- Spot extract where required such as, break rooms, lobbies, etc.
- Pilate where required.
- Be sure to wipe off any splash of cleaning solutions from baseboards, walls, flooring, furniture, etc.

3. EQUIPMENT AND CHEMICAL REQUIREMENTS:

- Extractor - minimum 150 PSI injection pressure
- minimum 135 inches water lift from vacuum
- Standard roto - maximum of 175 RPM
- Shower feed preferred but not required - use
high profile carpet bonnets
- Chemicals must be non-residual and of the crystallization class of shampoos.
- All chemicals must be approved by the County before starting work on carpets.
- The vendor shall submit to the County's Representative, at the pre-performance conference, a schedule of work showing operations to be performed.

FORMS

The following form will be used at each visit to the Utility Services Department. The worker who performs the custodial tasks will sign the forms and leave them in a predetermined location. A walk through inspection during normal working hours may be requested by the City's Representative, as described in the INSTRUCTIONS section of this contract. Upon request, the City's Representative shall make copies of the DETAILED CONTRACT WORK SPECIFICATION SCHEDULE as needed.

DETAILED CONTRACT WORK SPECIFICATION SCHEDULE

Facility #1 Utility Services Dept – 401 6th St. SW.		Days of service: Monday and Thursday					
GENERAL OFFICE BOTH FLOORS	Times Per Week	Times Per Month	Times Per Year	As Needed			
		check	check	check	check	check	
Empty wastebaskets & replace liners as needed	2						
Clean or spot clean interior doors, light switches, walls, partitions and stair rail	2						
Dust or clean tops of desks, furniture & cabinets (if accessible)	2						
Sweep or dust-mop and damp-mop hard surface floors	2						
Clean all glass office and entrance doors inside and out	2						
Sweep or dust-mop and damp-mop hard surface floors	2						
Wipe down and vacuum all upholstered chairs	2						
Sweep Ave E SW & 6 th St outside entrance areas	2						
RESTROOM CLEANING - UPSTAIRS AND DOWNSTAIRS							
Empty wastebaskets and replace liners as needed	2						
Clean and sanitize sinks, fixtures, toilets and urinals	2						
Clean mirrors, bright work, partitions, showers and walls	2						
Sweep and damp-mop floors	2						
EMPLOYEE BREAK ROOM & KITCHEN AREA							
Empty wastebaskets and replace liners as needed	2						
Damp wipe countertops, microwave, refrigerator, coffee station and all tables	2						
Clean or spot clean cabinets, walls and doors	2						
Sweep and damp mop floors	2						
PERIODIC GENERAL CLEANING- See contract for schedules							
Dust cabinets, picture frames, partitions, ledges, sills, Etc.				4			
Vacuum or dust vertical blinds, vents and grills			2				
Remove cobwebs						X	
Clean all windows inside and out				4			
FLOOR MAINTENANCE							
Deep clean carpet – Second floor				2			
Strip, seal, and refinish resilient floors				2			

*** Turn off lights nightly at completion of work and lock up building unless official use of the building is being made when work is completed.**

Fill out after work completed each time:

Date: _____

Time: _____

By: _____

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

2. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.
- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.
- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.

F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all Contract Documents.

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Manager. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Manager for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)

5. **SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the mailing of the recommendation of award. A copy of the recommendation of award will be sent to each bidder. **NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be

typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.

8. **PRICES, TERMS, AND PAYMENT:**

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

A. **Taxes:** (For purchase of products only)

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

B. **Discounts:**

Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

C. **Mistakes; Inaccuracies; Incomplete Information:**

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern. The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

D. **Safety Standards:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

E. **Invoicing and Payment:**

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid.

An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

9. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received by the Procurement Services Division prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by the Procurement Services Division. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

10. **NONCOLLUSION AGREEMENT:**

Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

11. **REJECTION OF BIDS:**

The City may reject a bid if:

- A. The Bidder mis-states or conceals any material fact in the bid, or if,
- B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- C. The Bidder's bid is submitted in a manner to limit competition.

The City may, however, for any reason, reject any or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as "All or None" as provided in Section 12 below. The City may also waive any minor informalities, irregularities or technicalities in any bid.

12. **STATEMENT OF BIDDER'S QUALIFICATIONS:**

Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. **AWARD OF CONTRACT:**

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at

risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

14. **PERFORMANCE:**

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

Any violation in performance may result in (1) Supplier/Contractor's name being removed from the bidder's lists; (2) all City departments being advised not to do business with the Supplier/Contractor without written approval from the Procurement Services Division.

15. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. **PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. **OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-1) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

NOTICE

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 construction or repair of a public building or public work, may not submit bids on leases of real property to 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
Name

(1) He is _____ of _____, the _____ Title
Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 200__

Signature

(Title)

My commission expires _____

**ITB-10-13
PROPOSAL**

A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY. Proposal is submitted by:

(Company)

B. The undersigned, as Bidder, hereby proposes and agrees to furnish to the CITY for a 12-month period, the following custodial services:

<u>QUANTITY/UNIT</u>	<u>LOCATION/OFFICE</u>	<u>PRICE PER MONTH</u>	<u>ANNUAL COST</u>
1.	<u>UTILITY SERVICES DEPT:</u> 12 months Utility Services Admin Building	_____	_____

C. It is agreed that payment by the CITY for the Custodial Services specified shall be made monthly, based upon the (monthly) bid prices shown on page PBF-1, and will be made after completion of the services required each month after receipt of an invoice from the contractor.

D. Upon written mutual agreement by both the City of Winter Haven and the successful bidder, the contract may be extended for four (4) additional twelve (12) month periods.

E. It is agreed that the complete terms and conditions of the CITY'S Invitation To Bid and Specifications, dated March 3, 2009, are incorporated into this proposal and made a part thereof.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

PROPOSAL

List the custodial services performed in the last three (3) years below. Be sure to include the Company Name, contact person, phone number, dates of employment, the size / type of building that you serviced, the length of the contract, and in type of services that were performed:

Company Name: _____

Contact Person: _____

Phone Number: _____

Dates of Employment: _____

What size building / type of offices? How many? How often? _____

How long have you performed custodial services at this company? _____

Brief description of services performed: _____

Company Name: _____

Contact Person: _____

Phone Number: _____

Dates of Employment: _____

What size building / type of offices? How many? How often? _____

How long have you performed custodial services at this company? _____

Brief description of services performed: _____

ITB-10-13
PROPOSAL

Company Name: _____

Contact Person: _____

Phone Number: _____

Dates of Employment: _____

What size building / type of offices? How many? How often? _____

How long have you performed custodial services at this company? _____

Brief description of services performed: _____

Company Name: _____

Contact Person: _____

Phone Number: _____

Dates of Employment: _____

What size building / type of offices? How many? How often? _____

How long have you performed custodial services at this company? _____

Brief description of services performed: _____

PBF-3

**ITB-10-13
PROPOSAL**

Can you obtain Worker's Compensation insurance? _____

Can you obtain General Liability Insurance (coverage of at least \$500,000.00)? _____

Can you obtain Automobile Insurance (coverage of at least \$500,000.00)? _____

Successful bidder(s), if awarded the contract, must list the City of Winter Haven as additional insured.

Date

Name of Company

Bidder's Signature

Address (Mailing)

Name/Title

City State Zip

Federal Employer I.D. # (FEID)

Telephone Number

Fax Number

Emergency Contact Number

PBF-4