

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

BID # FY2011-2012-009

TEMPORARY LABOR SERVICES

PREPARED BY:
CITY OF HALLANDALE BEACH
DEPARTMENT OF PUBLIC WORKS/UTILITIES & ENGINEERING AND
GENERAL SERVICES/PURCHASING DEPARTMENT

NOTICES TO PROSPECTIVE BIDDERS

**LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS BID PROJECT SEE PAGE 16
ITEM # 28.**

**MANDATORY PRE-BID MEETING IS SCHEDULED ON TUESDAY, JANUARY 17, 2012 @ 10:30
A.M. AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY
COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH,
FLORIDA.**

ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.

**PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY
CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

**IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION
WILL NOT BE ACCEPTED.**

**THE CONTRACT WILL ONLY BE AWARDED TO A PRIME CONTRACTOR.
NO SUB-CONTRACTING IS ALLOWED UNDER THIS BID CONTRACT.**

BIDDER'S MINIMUM QUALIFICATION REQUIREMENTS:

- **Provide a letter on your company's letterhead indicating that firm providing the proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name.**
- **Bidders must provide evidence that firm is certified and licensed to perform scope of work. Submit copies of licenses.**
- **Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number. The City will call the names provided for references.**
- **Proof that sufficient staff is available to provide the required services specified in the Bid.**
- **Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies.**

**Bidders must provide proof of these minimum qualifications with the submission
of Bid.**

IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE BIDDER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

CONTRACT AWARD:

The City may award a Contract to one or more firms in the best interest of the City.

There are three (3) Schedule of Bid Prices options based on job classifications, Option I, Option II, and Option III. Firms may respond to all three (3) Options or just one (1) Option. All firms must complete all pricing for all job classifications in each Option.

CONTRACT TERM:

The initial contract period shall be for one (1) year, commencing on the date it is fully executed by both parties and shall end one (1) year later.

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

There are three (3) yearly renewal terms contingent upon satisfactory services and available funding. Total contract terms, including renewals, is four (4) years.

CONTRACT PRICE:

No price increase will be accepted during the initial contract period of one (1) year.

COST ADJUSTMENTS:

After the first (1st) contract period any increases which may be approved by the City 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. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at least sixty (60) 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 the Contract will be considered cancelled on the scheduled expiration date.

SAMPLE FORM CONTRACT:

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor

CONTRACT FOR EXECUTION:

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract.

ESTIMATED ANNUAL BUDGET FOR THIS PROJECT IS \$200,000.00.

RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:

- CERTIFICATE OF COMPETENCY AND/OR STATE REGISTRATION
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**BID OPENING DUE DATE: MONDAY, JANUARY 23, 2012 BY NO LATER THAN 11:00 A.M. -
BID # 2011-2012-009: TEMPORARY LABOR SERVICES.**

BIDDERS MUST SUBMIT:

RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) TRUE AND EXACT CD (PDF) COPY. THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2 ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2011-2012-009 TEMPORARY LABOR SERVICES

NOTE: Failure to comply with all items stated in the Bid may be cause for rejection of the Proposal.

UNABLE TO SUBMIT A BID RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a BID at this time, please provide the information requested in the space provided below and return:

(SK)

WE _____ HAVE RECEIVED THE BID
COMPANY NAME

WE ARE UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES/PURCHASING DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2011-2012-009 TEMPORARY LABOR SERVICES

NOTICE TO BIDDERS

Sealed bids for providing and delivering all necessary labor, materials, equipment, and services for the completion of the work, including of materials, supplies and equipment sold and delivered for **TEMPORARY LABOR SERVICES BID # FY2011-2012-009.**

Bid Submissions will be received by the City Clerk Office's Department, Executives Offices, 400 South Federal Highway, 2nd Floor, Hallandale Beach, Florida, 33009 for the City of Hallandale Beach, until 11:00 A.M., MONDAY, JANUARY 23, 2012. Bids will be publicly opened in the City Commission Chambers or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida, 33009.

MANDATORY PRE-BID CONFERENCE IS SCHEDULED ON TUESDAY, JANUARY 17, 2012, AT 10:30 AM AT THE FOLLOWING LOCATION:

CITY OF HALLANDALE BEACH
CITY COMMISSION CHAMBERS
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009

ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.

Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

The City of Hallandale Beach reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.

Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

CITY ADMINISTRATORS

1.	CITY MANAGER
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	DIRECTOR, DPW/UTILITIES & ENGINEERING
	Hector Castro
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1611 (OR) 954-457-1623
3.	GENERAL SERVICES/PURCHASING DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332
	GENERAL SERVICES/PURCHASING SPECIALIST
	Joann Wiggins
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1331
4.	ASSISTANT OPERATIONS MANAGER
	Gary Gibson
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1618
	OPERATIONS MANAGER
5.	Louis Granda
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1629

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BID TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID ADVERTISING DATE	DECEMBER 16, 2011
BID DOCUMENT RELEASED	DECEMBER 16, 2011
MANDATORY PRE-BID CONFERENCE	JANUARY 17, 2012 AT <u>10:30 AM</u>
QUESTIONS	WILL ONLY BE ANSWERED AT THE MANDATORY PRE-BID CONFERENCE SCHEDULED ON JANUARY 17, 2012 AT <u>10:30 AM</u>
BID DEADLINE FOR RECEIPT OF PROPOSALS	JANUARY 23, 2011 BY NO LATER THAN <u>11:00 AM</u>
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

END OF SECTION

CITY OF HALLANDALE BEACH INVITATION TO BID

NOTICE TO BIDDER: SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. BIDS WILL BE PUBLICLY OPENED AT CITY HALL; CITY COMMISSION CHAMBERS IN THE PRESENCE OF BIDDERS AND CITY OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD OF CONTRACT AT A COMMISSION MEETING.

PURPOSE OF BID: THE CITY OF HALLANDALE BEACH INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM(S) OR SERVICES(S) AT THE LOWEST PRICE AND IN BEST INTEREST OF THE CITY. PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE CITY. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE CITY'S INTEREST.

1. SUBMISSION AND RECEIPT OF BIDS:

- Bids to receive consideration, must be received on or prior to the specified time and date of bid opening, as designated in the bid.
- Unless otherwise specified, bidders **MUST** use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections **MUST** be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

▪ **MANDATORY PRE-BID MEETING IS SCHEDULED ON TUESDAY, JANUARY 17, 2012 @ 10:30 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**

▪ **ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.**

▪ **IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID WILL NOT BE ACCEPTED.**

▪ **PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

BIDDERS MUST SUBMIT:

RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) CD (PDF) COPY. THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

ALL SUBMISSIONS ARE TO:
CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT - EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2011-2012-009 TEMPORARY LABOR SERVICES



- **DATE/TIME OF BID OPENING: PLAINLY MARK ON THE OUTSIDE OF THE ENVELOPE, THE BID NUMBER AND NAME AND TIME AND DATE OF BID OPENING.**

IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY CLERK, CITY OF HALLANDALE BEACH ON OR BEFORE MONDAY, JANUARY 23, 2012 BY NO LATER THAN 11:00 AM.

2. PUBLIC BID DISCLOSURE ACT:

FLORIDA STATUE CHAPTER 218.80: City's permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows: NOT REQUIRED FOR THIS PROJECT.

3. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation or bid and the City reserves the right to increase or decrease quantities as required.

4. BIDS ACCEPTANCE PERIOD:

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

5. BID PROTEST PERIOD:

Protests

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

Costs

All costs accrued from a protest shall be assumed by the protestor.

Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

6. DELIVERY POINT:

All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

7. PAYMENT (TERMS):

Payment will be made ONLY after receipt and acceptance of materials/services.

8. BRAND NAMES:

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that

specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.

9. SAMPLES AND DEMONSTRATIONS:

Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. It samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.

10. QUALITY:

All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

11. ACCEPTANCE OF MATERIAL:

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

12. VARIATIONS TO THE SPECIFICATIONS:

For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

13. DELIVERY:

Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time specified on the bid proposal form.

14. DEFAULT PROVISION:

In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

15. PRICING:

Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid UNIT PRICE quoted will govern.

16. MANUFACTURE'S WARRANTIES:

All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacturer's warranty, bidders will also provide their own warranty on labor and materials.

17. COPYRIGHTS AND/OR PATENT RIGHTS:

Bidder warrants that there has been no violation of copyrights and/or patent rights in the manufacturing producing of selling the goods, shipped or ordered, as a result of this bid and the seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by any such violation.

18. SAFETY STANDARDS:

The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.

19. TRENCH SAFETY ACT:

Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64.

20. TAXES:

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

21. FAILURE TO QUOTE:

If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.

22. MANUFACTURER'S CERTIFICATION:

The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.

23. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful bidder or contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

24. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The bidder shall be liable for any damage or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of a contract as a result of the bid.

25. RESERVATION FOR REJECTION AND AWARD:

The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

26. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:

Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R12 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.

27. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney,

the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

28. LOCAL PREFERENCE REQUIREMENT:

In the award of this bid and the determination of the lowest, responsive and responsible bidder, the City Commission may award a preference based upon vendors, contractors or subcontractors who are local and whose bid is within five percent (5%) of the apparent lowest bid with a preference in the following order:

- 1) First, to bidders who maintain a place of business within the City of Hallandale Beach limits. Vendor is to submit with the bid package proof of Occupational License issued by the City at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 2) Second, to bidders who maintain a place of business within the County of Broward. Vendor is to submit with the bid package proof of Occupational License issued by the County at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 3) Third, to bidders who maintain a place of business with the State of Florida. Vendor is to submit with the bid package proof of Occupational License issued by the State at least one (1) year prior to submission for the appropriate goods, services or construction to be purchased.

29. CONE OF SILENCE:

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals to the City.

30. LOBBYIST REGISTRATION:

Registration:

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration:

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

31. QUALIFICATIONS AND EXPERIENCE:

Provide at least three references familiar with your work experience and expertise in this area. Please provide the name, address and phone number of each reference.

32. SILENCE OF SPECIFICATIONS:

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

33. BID ATTACHMENTS:

A bid response to an Invitation-To-Bid, which has attached a condition of sale or any other attachments, which alters the specifications, conditions, term or makes it subordinate, may be cause for rejection.

34. INSURANCE REQUIREMENTS FORM CONTRACT:

ARTICLE 5 – PAGES [50] THROUGH PAGES [54].

35. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

36. SCRUTINIZED COMPANIES

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum

37. ENCLOSURES/ATTACHMENT REQUIREMENTS:

✓	ONE (1) COMPLETE SET OF GENERAL INSTRUCTIONS
✓	DRUG-FREE WORKPLACE FORM
✓	BID/TENDER FORM
✓	SCHEDULE OF BID PRICES
✓	PUBLIC ENTITY CRIME FORM
✓	SUPPLEMENT TO BID/TENDER FORM
✓	FORM CONTRACT – INCLUDING INSURANCE REQUIREMENTS
✓	TECHNICAL SPECIFICATIONS

38. BID GUARANTEE AND BOND REQUIREMENTS:

✓	a) Bid Guarantee. Each bidder shall submit with his/her bid, a bid guarantee in the form of a Certified Check, Cashier's Check, Bid Bond in the amount of five percent (5%) of the total bid price, payable to the City of Hallandale Beach.
✓	b) Performance Bonds and Payment Bond Form: NOT REQUIRED FOR THIS PROJECT

END OF SECTION

00100. INSTRUCTIONS TO BIDDERS

1. General: The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid Project Document and strict compliance is required with all the provisions contained herein.
2. Minimum Qualification Requirements:
 - **Provide a letter on your company's letterhead indicating that firm providing the proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name.**
 - **Bidders must provide evidence that firm is certified and licensed to perform scope of work. Submit copies of licenses.**
 - **Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number. The City will call the names provided for references.**
 - **Proof that sufficient staff is available to provide the required services specified in the Bid.**
 - **Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies.**

Bidders must provide proof of these minimum qualifications with the submission of Bid.

3. Purpose: the City of Hallandale Beach, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to supply and deliver various temporary labor services for the City, in accordance with the terms, conditions, and specifications contained in this Bid.
4. Scope of Work: The work set forth within this bid document includes the furnishing of all labor, materials, equipment, services and incidentals as shown in the technical specification documents.
5. Schedule of Work Hours: Refer to the Technical Specifications.

6. SITE Location of Work:

The exact locations are unknown at this time; however, services to be provided will be throughout the City. It is the bidder's responsibility to become fully informed as to the nature and extend of the service required and it relation to any other work in the area.

6.1. Additional Information: The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

7. Examination of Bid Project Document and Site: It is the responsibility of each Bidder before submitting a Bid, to:

7.1. Examine the Bid Project Document thoroughly,

7.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,

7.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,

7.4. Study and carefully correlate Bidder's observations with the Bid Project Document, and

7.5. Notify City of all conflicts, errors or discrepancies in the Bid Project Document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. Interpretations: All questions about the meaning or intent of the Bid Project Document are to be directed to the CITY. Interpretations or clarifications considered necessary by the CITY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by CITY as having received the Bidding Documents.

9. Submitting Bids: All bids must be received at the City of Hallandale Beach, City Clerk's Department – Executive Offices, 400 South Federal Highway, 2nd Floor, Room 239, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.

TITLED BID #FY2011-2012-009: TEMPORARY LABOR SERVICES

10. Printed Form of Bid: All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

11. Bid Guaranty: All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies by cash, money order, certified check, cashier's check, irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent (5%) of the total bid price, payable to the City of Hallandale Beach and conditioned upon the successful Bidder executing the Contract and evidence of insurance within five (5) calendar days after notification of award of the Contract. **A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY.** Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

Qualification of Surety: For projects of \$500,000.00 or less, the City may accept a Bid Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond.

More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

12. Acceptance or Rejection of Proposals: The City reserves the right to reject any or all bids. Reasonable efforts will be made to **promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing to:**
City of Hallandale Beach, General Services/Purchasing Department,
400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009.
ATTENTION: BID # 2011-2012-009 WITHDRAWAL.

13. Time for Executing Contract and Providing Required Documentation: Any Bidder whose bid is accepted shall execute the contract and furnish the required Certificate(s) of Insurance within five (5) calendar days after receipt of notice that the contract has been awarded to such Bidder. Upon the failure of the Bidder to execute the Contract and provide the required Certificate(s) of Insurance within five (5) calendar days the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the five (5) calendar days as liquidated damages.

By execution of the Contract, Contractor agrees that said amount of liquidated damages shall be set forth in a change order and deducted from the first partial payment made to the Contractor for the work done under the Contract.

If the Bidder fails to execute the contract and furnish the required Certificate(s) of Insurance by the 30th day after the notice of award, the Bidder shall forfeit the Bid Guaranty.

14. Contract Time: Time will be of the essence of any orders placed as a result of this bid.
15. Method of Award: The City reserves the right to award all or a part of this contract.
16. Contract Deductions: Upon the occurrence of any acts or omissions listed below, deductions may be assessed in whole or in part, against the Contractor in the amount indicated below, for each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the City's Contract Administrator shall provide the Contractor with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due to the Contractor.

Up to 1% deduction from the Monthly invoices submitted by the Contractor for the following:

1. Failure to provide resources, once committed, in a timely manner.
2. Claim of worker qualifications that are shown to be an error.

17. Determination of Award: Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and the City's regulations, the more stringent regulations concerning the determination for award shall apply.
18. Price: The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid Project Document.
19. Availability of Funds: the obligation of the City of Hallandale Beach under the award/contract is subject to the availability of funds in accordance with the annual budget.

20. Contract Price: Fixed prices are requested for items listed on the Schedule of Bid Prices. No price increase will be accepted during the initial contract period of one (1) year.

21. Cost Adjustments: After the first (1st) contract period, any increases which may be approved by the City shall be subject to the following: All contract renewals 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. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at least sixty (60) 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.

22. Contract Term: The initial contract period shall be for one (1) year, commencing upon award by the City Commission.

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

There are three (3) yearly renewals terms and contingent upon satisfactory services and available funding. Total contract terms, including renewals, is four (4) years.

23. Postponement of Date for Presenting and Opening of Bids: The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.

24. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

In determining a Bidder's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder.

At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency.

Each Bidder should submit with the bid a copy of his or her Certificate of Competency and/or state registration. If your firm does not have the certificate of competency please access the Broward County Ordinances link and click Chapter 9 for requirements.
<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>

The Director of the General Services/Purchasing Department shall determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

25. **Addenda and Modifications:** All addenda and other modifications to the documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid Project Document. City shall make reasonable efforts to issue addenda within seven days prior to bid opening.

If any addenda are issued, the City will attempt to notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage:
www.cohb.org/Bidnotifications.

It is the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

26. **Occupational Health and Safety:** The Contractor and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City Engineer.

Until acceptance of the work by the City, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work.

The Contractor shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

27. Retainage: Retainage is applicable to Construction Contracts Only. The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor. The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.
28. Vendor Note: State of Florida Divisions of Corporation (Sunbiz). If the company president does not sign the (Bid) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

END OF SECTION

00130. DRUG-FREE WORKPLACE FORM

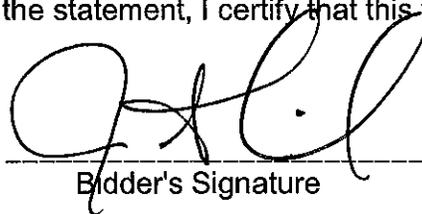
The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that HVE Quest DBA Trojan Labor does:
(Name of Business)

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 1893 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 a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

1/19/2012
Date


Bidder's Signature

00300. BID/TENDER FORM

SUBMITTED BY: <i>Jarrett Lawson</i>
DATE: <i>1/19/12</i>

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: **BID #FY2011-2012-009: TEMPORARY LABOR SERVICES**

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to execute said Contract, or fails to furnish the required Bid Bond or fails to furnish the required Certificate(s) of Insurance within 15 calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:

ADDENDUM ACKNOWLEDGEMENT is hereby made of the following addenda (identified by number) received since issuance of the Bid Project Document:

ADDENDUM NUMBER:	DATE ISSUED:

Attached is a Bid Bond for the sum of _____
_____ Dollars (\$ _____).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder:	TEOTIAN LAGOS
Address:	12137 NW 7TH AVE.
City:	N. MIAMI
State:	FLORIDA
Zip Code:	33168
Telephone Number:	305-688-8997
Social Security No. or Federal ID Number:	68-0510357
Bradstreet No.: (if applicable)	17-767-2362

If a partnership, name and addresses of partners:

SEE ATTACHED

Sign below if not incorporated)

JARRETT LINDON - TROJAN LABOR
(Type or Print Name of Bidder)

WITNESSES:

David D. King

J.L.
(Signature)

JARRETT LINDON
(Type or Print Name of Signed Above)

(Sign below if incorporated)

HiE Quest, LLC DBA TROJAN LABOR
(Type or Print Name of Corporation)

ATTEST:

Jan McAnwar
Secretary

V. PRESIDENT J.L.
(Signature and Title)

(CORPORATE SEAL)

JARRETT LINDON
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: FLORIDA

(Signature)

JARRETT LINDON
(Type or Print Name of Signed Above)

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



OFFICIAL CHECK

M16779 11088366

5004133158

ISSUING BRANCH 8540222-MIAMI - DADE - NORTH MIA

DATE JANUARY 20, 2012

68-236/514

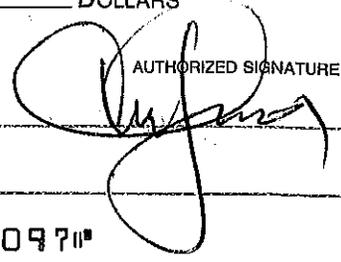
PAY TO THE ORDER OF City of Hallandale Beach

\$ **** \$11,014.79 ****

11,014 DOLLARS 79 CTS

DOLLARS

BB&T

AUTHORIZED SIGNATURE


MEMO/PURCHASER Wife Quest LLC

⑈ 5004133158⑈ ⑆ 051402369⑆ 0001019010097⑈

TECHNICAL SPECIFICATIONS

The City is requesting responses from qualified firms to provide temporary technical and non-technical skills services, on a needed basis, for the Department of Public Works/Ut. & Engineering.

The City may award a Contract to one or more firms in the best interest of the City.

There are three (3) Schedule of Bid Prices options based on job classifications, Option I, Option II, and Option III. Firms may respond to all three (3) Options or just one (1) Option. All firms must complete all pricing for all job classifications in each Option.

The various occupations needed for this contract may include, but are not limited to, the following: variety of unskilled and/or semi-skilled maintenance work; general labor under supervision; mason; mechanic; carpenter; custodial, painter; electrician; HVAC Technician, Utility Technician, and Water Treatment Plant Operator.

JOB CLASSIFICATIONS AND DESCRIPTIONS:

Variety of unskilled and/or semi-skilled work

The hours of operation for the City for all job classifications are for the hours of 7:30 am to 4:00 pm, Monday through Friday. However, there may be the need for some classifications to work after 4:00 pm and/or weekends.

Maintenance work; Operate a variety of equipment in the construction; Operation, repair, maintenance and replacement of water, sewer, street, and storm drainage.

General Labor under supervision

Picks up trash; Pulls weeds; Plants flowers and shrubs; Operate weed eater/edger; Install and rake mulch; Shovel and dig ditches; Shovel and throw asphalt; Ability to ride on sanitation trucks and lift trash cans; Ability to operate pressure cleaner; Ability to operate hedge clipper. Ability to lift 100 lbs.

Mason

Masonry/block, stucco, brick, concrete and tile; Rebar tying and installation; Ability to lift 100 lbs.

Mechanic Automotive ASE Certified

Repair gas/diesel cars and trucks; Familiar with hydraulics; Familiar with tractors/skid loaders.

Mechanic Utility and/or Pipe Fitter

Performs work of moderate difficulty in the operation of sanitary sewer internal inspection equipment, jet-cleaning apparatus and maintenance/repair of the wastewater collection system.

Carpenter

Dry wall installation and finish; Metal stud installation; Carpentry rough and finish. Ability to lift 100 lbs

Custodial

Operate vacuum/floor buffer; ability to use cleaning chemicals; Ability to lift 100 lbs.

Painter

Painting interior and exterior; Ability to climb a ladder.

Electrician

The hours of operation for the City for all job classifications are for the hours of 7:30 am to 4:00 pm, Monday through Friday. However, there may be the need for unskilled and semiskilled personnel to work after 4:00 pm and/or weekends.

Knowledge of irrigation pumps; Ability to read diagrams and/or Blueprints; Bend pipe; Pull wire; Dig trenches; Install boxes, switches, receptacles and lights.

HVAC Technician EPA Certified

Certification of 50,000 tons and above.

Utility Technician – FWPCOA Certified

Performs a variety of unskilled or semi-skilled maintenance work, and operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of City water, sewer, street, storm drainage, landscaping and park facilities and systems.

Water Treatment Plant Operator – FDEP Class “C” Licensed or higher

Monitors the performance of all equipment, gauges and charts in the treatment plant and pump stations.

REQUIREMENTS FOR PERFORMING THE SERVICES ARE AS FOLLOWS:

- a. Contractor shall comply with all local, state and federal rules, regulations, statutes, ordinances and laws applicable to the Contractor and its business required to perform the services requested.
- b. All temporary personnel provided by the Contractor must wear and adhere to the safety shoe OSHA requirements.

- c. All temporary personnel provided by the Contractor must wear and display a Company Logo Safety Vest.
- d. All temporary personnel provided by the Contractor must wear an I.D. with a picture.
- e. When required by the City, Contractor shall adequately screen and document all temporaries that are referred to the City in order to confirm the appropriateness of their working in a public facility and their fitness for the assigned duty (or duties) to be performed. Screening must included, but not be limited to, background checks, drug testing, and reference checks. The City reserves the right to request multi-county background checks and national background checks. Random driver's license checks verified through the motor vehicle department to validate an active license and good driving record may also be requested by the City. Any costs associated with those screenings must be the Contractor's responsibility. The City may request confirmation of such screenings and the documented results at any time during the Contract.
- f. The City does not normally provide detailed written job description when requesting temporary employees. If the City does require a temporary to have specific training, the Contractor can require the City to provide a detailed written job description for these instances. If Contractor requests specific alternative language to be included in the City's final Contract, Contractor must submit with their response the specific alternative language. The City may not accept the alternative language.
- g. Contractor must respond within two (2) hours after the initial placement request by the City. Initial placement response is defined as a return call to the requester to review the requirements and develop a timeline for placement. Within a maximum of two (2) business days the Contractor will provide the City's requestor with a viable temporary, or, if requested, resumes of viable temporaries available for assignment.
- h. City shall assign tasks, have direct control over the daily activities and determine acceptable quality of the work performed by the Contractor's temporaries assigned to the City. In the event any such temporary(ies) placement fails to adhere to the City's directives or demonstrates that they are not qualified to perform the required duties, the City shall notify the Contractor, who shall replace such temporary(ies) no later than the following business day. Contractor shall waive all charges, rates, and fees if a temporary is unacceptable to the City and Contractor is notified by the City within the first eight (8) hours after a temporary reports to the City for the assigned duty.
- i. Each temporary will be allowed a half hour (½) unpaid lunch period and two (2) fifteen (15) minute paid breaks during an eight (8) hour shift.
- j. The City reserves the right to determine and set the pay rate for the temporaries it hires.
- k. The hourly rate for minimum wage positions may be increased if there is an increase in the Federal minimum wage.

The amount of increase in the hourly bill rate shall not exceed the amount of the increase in the pay rate to the temporary, and shall not exceed the amount of the increase in the minimum wage. The City shall only adjust those positions that are paid the Federal minimum wage rate.

- l. Contractor's temporaries must comply with all instructions pertaining to conduct and building regulations issued by the City. Contractor's temporaries shall demonstrate good personal grooming and should dress appropriately for the type of job assigned. All temporaries shall be subject to the City's Policies and Procedures for Drug and Alcohol Testing.
- m. Under no circumstances shall the City be held responsible for handling any associated payroll costs and tax obligation including, but not limited to, Federal Income tax withholding, FICA, State Income Tax withholding, or unemployment compensation. The City is responsible solely for the contractual obligation to the Contractor.
- n. Temporaries furnished by the Contractor are not entitled to participate in any of the City's employment plans or benefits.
- o. Contractor will reimburse the City for any improper charges, which may result from fraudulent time cards prepared by Contractor's temporary which have not been signed and approved by the City's authorized representative and are discovered within six (6) months after payment by the City.
- p. Contractor must provide fully qualified and properly trained temporaries.
- q. At the discretion of the City's Project Manager, the same temporaries must be sent every day unless the City's Project Manager requests a new employee. The City's Project Manager has the final say on whether or not an employee returns to the City.
- r. The Contractor will provide a weekly summary billing, which at a minimum will include the following: date, name of temporary, rate of pay, bill rate, and number of hours worked in the period. Invoices must include signed copies of timecards that are legible and properly approved by the City's Project Manager.
- s. The Contractor shall notify the City's Project Manager in the event of scheduling delays, or changes relating to the temporaries assigned.
- t. Daily questions regarding the services as required by the Contract shall be directed to the City's Project Manager.
- u. Hours of work will be decided by the City's Project Manager.

END OF SECTION

SCHEDULE OF BID PRICES OPTION I

The City may award a Contract to one or more firms in the best interest of the City. Firms may respond to Option I, Option II, Option III or all three (3) Options. All firms must complete all pricing for all job classifications in each Option. Contractor will hold the prices below firm for one year from the date of award of contract.

VARIETY OF UNSKILLED WORK, AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
1	Regular Hours	\$ 10.43 JL	X	960 Hours	\$ 10,012.80 JL
2	Overtime Hours	\$ 15.64 JL	X	50 Hours	\$ 782.00 JL
3	Holiday Hours	\$ 10.43 JL	X	10 Hours	\$ 104.30 JL
VARIETY OF SEMI-SKILLED WORK, AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
4	Regular Hours	\$ 12.24 JL	X	960 Hours	\$ 11,750.40 JL
5	Overtime Hours	\$ 18.36 JL	X	50 Hours	\$ 918.00 JL
6	Holiday Hours	\$ 12.24 JL	X	10 Hours	\$ 122.40 ⁰ JL
GENERAL LABOR UNDER SUPERVISION, AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
7	Regular Hours	\$ 10.43 JL	X	960 Hours	\$ 10,012.80 JL
8	Overtime Hours	\$ 15.64 JL	X	50 Hours	\$ 782.00 JL
9	Holiday Hours	\$ 10.43 JL	X	10 Hours	\$ 104.30 JL
CUSTODIAL , AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
10	Regular Hours	\$ 10.43 JL	X	960 Hours	\$ 10,012.80 JL
11	Overtime Hours	\$ 15.64 JL	X	50 Hours	\$ 782.00 JL
12	Holiday Hours	\$ 10.43 JL	X	10 Hours	\$ 104.30 JL
BID TOTAL ANNUALLY FOR OPTION I - ITEMS 1-12				\$ 45,488.10	

SCHEDULE OF BID PRICES OPTION II

The City may award a Contract to one or more firms in the best interest of the City. Firms can respond to Option I, Option II, Option III or all three (3) Options. All firms must complete all pricing for all job classifications in each Option. Contractor will hold the prices below firm for one year from the date of award of contract.

MASON, AS SPECIFIED						
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE	
1	Regular Hours	\$ 16.32 Jc	X	960 Hours	\$ 15,667.20	Jc
2	Overtime Hours	\$ 24.48 Jc	X	50 Hours	\$ 1,224.00	Jc
3	Holiday Hours	\$ 16.32 Jc	X	10 Hours	\$ 163.20	Jc
MECHANIC- AUTOMOTIVE ASE CERTIFIED, AS SPECIFIED						
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE	
4	Regular Hours	\$ 16.32 Jc	X	960 Hours	\$ 15,667.20	Jc
5	Overtime Hours	\$ 24.48 Jc	X	50 Hours	\$ 1,224.00	Jc
6	Holiday Hours	\$ 16.32 Jc	X	10 Hours	\$ 163.20	Jc
MECHANIC – UTILITY AND/OR PIPE FITTER, AS SPECIFIED						
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE	
7	Regular Hours	\$ 20.40 Jc	X	960 Hours	\$ 19,584.00	Jc
8	Overtime Hours	\$ 30.60 Jc	X	50 Hours	\$ 1,530.00	Jc
9	Holiday Hours	\$ 20.40 Jc	X	10 Hours	\$ 204.00	Jc
CARPENTER, AS SPECIFIED						
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE	
10	Regular Hours	\$ 16.32 Jc	X	960 Hours	\$ 15,667.20	Jc
11	Overtime Hours	\$ 24.48 Jc	X	50 Hours	\$ 1,224.00	Jc
12	Holiday Hours	\$ 16.32 Jc	X	10 Hours	\$ 163.20	Jc
PAINTER, AS SPECIFIED						
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE	
13	Regular Hours	\$ 16.32 Jc	X	960 Hours	\$ 15,667.20	Jc
14	Overtime Hours	\$ 24.48 Jc	X	50 Hours	\$ 1,224.00	Jc
15	Holiday Hours	\$ 16.32 Jc	X	10 Hours	\$ 163.20	Jc
BID TOTAL ANNUALLY FOR OPTION II - ITEMS 1-15					\$ 89,535.60	

SCHEDULE OF BID PRICES OPTION III

The City may award a Contract to one or more firms in the best interest of the City. Firms can respond to Option I, Option II, Option III or all three (3) Options. All firms must complete all pricing for all job classifications in each Option.

Contractor will hold the prices below firm for one year from the date of award of contract.

ELECTRICIAN DBPR LICENSED ELECTRICAL CONTRACTOR, AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
1	Regular Hours	\$ 20.40	X	960 Hours	\$ 19,584. ⁰⁰
2	Overtime Hours	\$ 30.60	X	50 Hours	\$ 1,530. ⁰⁰
3	Holiday Hours	\$ 20.40	X	10 Hours	\$ 204. ⁰⁰
HVAC TECHNICIAN – EPA CERTIFIED (SECTION 609), AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
4	Regular Hours	\$ 20.40	X	960 Hours	\$ 19,584. ⁰⁰
5	Overtime Hours	\$ 30.60	X	50 Hours	\$ 1,530. ⁰⁰
6	Holiday Hours	\$ 20.40	X	10 Hours	\$ 204. ⁰⁰
UTILITY TECHNICIAN- FWPCOA CERTIFIED, AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
7	Regular Hours	\$ 20.40	X	960 Hours	\$ 19,584. ⁰⁰
8	Overtime Hours	\$ 30.60	X	50 Hours	\$ 1,530. ⁰⁰
9	Holiday Hours	\$ 20.40	X	10 Hours	\$ 204. ⁰⁰
WATER TREATMENT PLAN OPERATOR – FDEP CLASS "C", AS SPECIFIED					
ITEM	DESCRIPTION	HOURLY BILLING RATE	MULTIPLIER (x)	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
10	Regular Hours	\$ 20.40	X	960 Hours	\$ 19,584. ⁰⁰
11	Overtime Hours	\$ 30.60	X	50 Hours	\$ 1,530. ⁰⁰
12	Holiday Hours	\$ 20.40	X	10 Hours	\$ 204. ⁰⁰
BID TOTAL ANNUALLY FOR OPTION I - ITEMS 1-12					\$ 85,272.⁰⁰

00320. PUBLIC ENTITY CRIME FORM

NOTICE TO BIDDERS

SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By: JARRETT LINDEN
Title: VICE PRESIDENT
Signed and Sealed 19TH day of JANUARY, 2012

00400. SUPPLEMENT TO BID/TENDER FORM
(Questionnaire should be submitted with bid)

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a Contractor? <i>21</i>
2.	What is the last project of this nature that you have completed? <i>CURRENTLY ARE INVOLVED IN 5 PROJECTS WITH MUNICIPALITIES.</i>
3.	Have you ever failed to complete the work awarded to you? If so, where and why? <i>No</i>
4.	Provide three (3) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number. <i>SEE ATTACHED</i>

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date
FACILITIES MGMT	UNIV. OF S. CAROLINA	~\$1,996,000	4/2014	30%
CITY OF TALLAHASSEE	TALLAHASSEE, FL		UNKNOWN	
CITY OF FT. MYERS	FT. MYERS, FL		UNKNOWN	

(Continue list on insert sheet, if necessary)

6.	Has the Bidder or his or her representative inspected the propose project and does the Bidder have a complete plan for its performance? No & Yes
7.	Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s). No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

8.	What equipment do you own that is available for the work?
	personal protection Equipment: Gloves, hard hats, vests, boots
9.	What equipment will you purchase for the proposed work?
	None
10.	What equipment will you rent for the proposed work?
	None

11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
	Brian Sanchez branch manager overseeing all staffing activity in Miami-Dade.
12.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
12.1	The correct name of the Bidder is Hire Quest LLC DBA Trojan Labor
	PRESIDENT DAN McANWAR
12.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
	LLC
12.3	The address of principal place of business is
	4560 Great Oak Dr, N Charleston, SC 29418
12.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
	see attached

12.5.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
	<i>PRODUCTIVITY PARTNERS</i>
	<i>EFFICIENCY, INC.</i>
12.6	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
	<i>NONE</i>
12.7	List and describe all successful claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
	<i>NONE</i>
12.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
	<i>NONE</i>

12.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
	None
12.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.
	No

00500. CONTRACT FORM

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

trojan labor

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

BID #FY 2011-2012-009 - TEMPORARY LABOR SERVICES

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

SV TEOJAN LABOR, a Florida corporation, hereinafter referred to as "CONTRACTOR." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)

WHEREAS, on _____, the City advertised BID # FY 2011-2012-009 for Temporary Labor Services hereinafter referred to as "Bid"; and

WHEREAS, Contractor submitted a proposal on 1/23/12, in response to the City's request; and

WHEREAS, the City Commission awarded on _____ the agreement for performance of the services described in the Bid,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end one (1) year later.

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

There are three (3) yearly renewal terms and contingent upon satisfactory services and available funding. Total contract term, including renewals, is four (4) years.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to temporary services. The work to be provided includes the scope of work in Bid # FY 2011-2012-009 Temporary Personnel Services and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any

person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4 **PERSONNEL**

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5 **INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability,
 - 4. Independent CONTRACTORs.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.

- 7. Incidental Medical Malpractice.
 - 8. Fire Legal Liability
- B. Auto Liability Insurance
 - C. Workers' Compensation Insurance.
 - D. Employer's Liability Insurance.

5.2. MINIMUM LIMITS OF INSURANCE

- A. Commercial General Liability:
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Auto Liability
\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.
- C. Workers' Compensation:
Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- D. Employer's Liability:
\$100,000 limit per occurrence,
\$500,000 annual aggregate for disease,
\$100,000 limit for disease of an individual employee.

5.3 DEDUCTIBLES AND SELF-RETENTIONS

- A. Deductibles/Self-Insurance Retentions Defined:
All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 VERIFICATION OF COVERAGE

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 COVERAGE CONTINUATION:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 SUBCONTRACTORS' INSURANCE REQUIREMENTS:

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of _____ Dollars (\$_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. ~~DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE. DISCUSS WITH FINANCE IF NECESSARY~~

6.3 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 which 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.

6.4 Payment shall be made to CONTRACTOR at:

PO Box 890714
CHARLOTTE, NC 28289

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY.

Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event 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.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8 **MISCELLANEOUS**

8.1 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, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of

termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its 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 its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section.

8.3 **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.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of 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.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

FOR CONTRACTOR:

TROJAN LABOR
12137 NW 7TH AVE.
N. MIAMI, FL 33168

8.7 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. 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 its 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.

8.8 **CONFLICTS**

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

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.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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.

8.10 COMPLIANCE WITH LAWS

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

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 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 CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 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.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. 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.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____ are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 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.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the _____ day of _____, 20_____, signing by and through its City Manager, duly authorized to execute same, and _____, signing by and _____
(name of contractor)
through its _____ duly authorized to execute same.
(title of authorized officer)

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
Mark Antonio, CITY Manager

_____ day of _____, 20_____.

Approved as to legal sufficiency and form by
CITY ATTORNEY

CITY ATTORNEY

Approved for insurance documentation:
Risk Management Division

Jim Buschman, RISK MANAGER

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

Fire Quest, LLC DBA TOWSON HARBOUR
(Name of Corporation)

Dan McAnwar
(Secretary)

By [Signature] VICE PRESIDENT
(Signature and Title)

(Corporate Seal)

Dan McAnwar PRESIDENT
(Type Name and Title Signed Above)

19 Day of January, 2012.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

Christopher Cullip
(PRINT NAME)

JARRETT LEWIS
(PRESIDENT OR VICE-PRESIDENT)

Heidi A Windmueller
(PRINT NAME)

NOTARY SEAL

**Heidi A. Windmueller
State of South Carolina
My Commission Expires May 15, 2019**