

# INVITATION FOR BIDS

## **PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**

**BID # 5-10/11**

**BID OPENING: March 15, 2011 AT 3:00 P.M.**

Gus Lopez, *CPPO, Procurement Director*  
PROCUREMENT DIVISION  
1700 Convention Center Drive, Miami Beach, FL 33139  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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MIAMIBEACH



PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4003

## PUBLIC NOTICE

### Invitation to Bid No. 5-10/11

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on the **15<sup>th</sup> day of March, 2011** for:

### PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**Purpose:** The purpose of this bid is to establish a contract, by means of sealed bids, for the purchase and delivery of janitorial supplies, including plastic liners and paper products for various Departments throughout the City, as specified herein, on an as needed basis. This contract shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year to year basis.

The City of Miami Beach is using **BidSync** powered by RFP Depot, a central bid notification system which provides bid notification services to interested vendors. **BidSync** allows for vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.bidsync.com](http://www.bidsync.com). If you do not have Internet access, please call BidSync's vendor support group at 800-990-9339 or 801-765-9245.

The City of Miami Beach also utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website:

[http://www.govbids.com/scripts/panhandle/public/home1.asp?utm\\_medium=referral&utm\\_source=MLA28FL&utm\\_campaign=web\\_site](http://www.govbids.com/scripts/panhandle/public/home1.asp?utm_medium=referral&utm_source=MLA28FL&utm_campaign=web_site). If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

Interested bidders who would like to know particulars of this and other bids for the City of Miami Beach should view the City's Procurement Division's web page at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

Any questions or clarifications concerning this Invitation to Bid **shall be submitted in writing** by e-mail to [mfernandezrubio@miamibeachfl.gov](mailto:mfernandezrubio@miamibeachfl.gov), with a copy to the City Clerk's Office, [RobertParcher@miamibeachfl.gov](mailto:RobertParcher@miamibeachfl.gov); mail, or facsimile, to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139 FAX: (786) 394-4003. The Bid title/number shall

be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- LOCAL PREFERENCE ORDINANCE NO. 2003-3413
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gus Lopez', is positioned above the printed name.

Gus Lopez, CPPO  
Procurement Director



PROCUREMENT DIVISION  
Tel: 305-673-7490, Fax: 786-394-4003

## NOTICE TO PROSPECTIVE BIDDERS

### NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

### NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

☐ Our company does not handle this type of product/service.

☐ We cannot meet the specifications nor provide an alternate equal product.

☐ Our company is simply not interested in bidding at this time.

☐ Due to prior commitments, I was unable to attend pre-proposal meeting.

☐ OTHER. (Please specify)

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We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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**Note:** *Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.*

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile or e-mailed bids will not be accepted.

**1.2 EXECUTION OF BID:**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

**1.3 NO BID:**

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

**1.4 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.5 TAXES:**

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

**1.6 MISTAKES:**

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

**1.7 CONDITION AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.8 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.9 BIDDER'S CONDITIONS:**

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

**1.10 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed.

Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

**1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

**1.12 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered

to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**1.13 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

**1.14 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. E-mail [GusLopez@miamibeachfl.gov](mailto:GusLopez@miamibeachfl.gov) with a copy to [mfernandezrubio@miamibeachfl.gov](mailto:mfernandezrubio@miamibeachfl.gov).

**1.15 BID OPENING:**

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

**1.16 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.17 PAYMENT:**

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.18 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**1.19 LEGAL REQUIREMENTS:**

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.20 PATENTS & ROYALTIES:**

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

**1.21 OSHA:**

The bidder warrants that the product supplied to the City of Miami Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.22 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.23 ANTI-DISCRIMINATION:**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.24 AMERICAN WITH DISABILITIES ACT:**

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**1.25 QUALITY:**

All materials used 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.

**1.26 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City of Miami Beach municipal code requirements as well as the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

**1.27 BID GUARANTY: N/A**

**1.28 DEFAULT:**

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

**1.29 CANCELLATION:**

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

**1.30 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of Miami Beach, Accounts Payables Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

**1.31 NOTE TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:**

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

**1.32 SUBSTITUTIONS:**

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.33 FACILITIES:**

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.34 BID TABULATIONS:**

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

**1.35 PROTEST PROCEDURES:**

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**1.36 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum shall be sent by BidNet® via e-mail or facsimile to each Bidder receiving the Solicitation that is a subscriber to the Bidnet® notification system. Bidders who are not subscribers to the Bidnet® system are responsible for ensuring that they have received all addenda. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified. The Bidder shall be required to

acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Proposal Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

#### **1.37 DEMONSTRATION OF COMPETENCY:**

1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

#### **1.38 DETERMINATION OF AWARD**

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgement, experience and efficiency of the bidder.

- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

**1.39 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

**1.40 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**1.41 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.42 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be a Spot Market Purchased may be purchased by other methods, i.e. Federal, State or local contracts.

**1.43 ELIMINATION FROM CONSIDERATION**

This bid solicitation shall not be awarded to any person or firm which is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**1.44 WAIVER OF INFORMALITIES**

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

**1.45 ESTIMATED QUANTITIES**

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

**1.46 COLLUSION**

*Bids from related parties.* Where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the

same contract. Bids or proposals found to be collusive shall be rejected. Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.47 DISPUTES**

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardee's Bid.

#### **1.48 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact Heidi Johnson Wright at the Public Works Department at (305) 673-7080.

#### **1.49 GRATUITIES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

#### **1.50 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 Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

#### **1.51 TIE BIDS:**

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

#### **1.52 PUBLIC ENTITY CRIMES (PEC):**

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

#### **1.53 DETERMINATION OF RESPONSIVENESS:**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

**1.54 DELIVERY TIME:**

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

**1.55 CONE OF SILENCE**

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

**1.56 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

**1.57 TERMINATION FOR CONVENIENCE OF CITY**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful bidder in accordance with the Agreement for all services actually performed by the successful bidder and reasonable direct costs of successful bidder for assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this section.

**1.58 INSURANCE AND INDEMNIFICATION:**

(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all 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 any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

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

If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**INSURANCE CHECK LIST**

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- \_\_\_ 4. Excess Liability - \$ \_\_\_\_\_.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- \_\_\_ 6. Other Insurance as indicated:
- |                                   |          |     |
|-----------------------------------|----------|-----|
| ___ Builders Risk completed value | \$ _____ | .00 |
| ___ Liquor Liability              | \$ _____ | .00 |
| ___ Fire Legal Liability          | \$ _____ | .00 |
| ___ Protection and Indemnity      | \$ _____ | .00 |
| ___ Employee Dishonesty Bond      | \$ _____ | .00 |
| ___ Other                         | \$ _____ | .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

**BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

\_\_\_\_\_  
**Bidder**

\_\_\_\_\_  
**Signature of Bidder**

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids, for the supply and delivery of janitorial supplies and paper products for various Departments throughout the City, as specified herein, on an as needed basis.

**2.2 TERM OF CONTRACT:**

This contract shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year to year basis.

The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

**2.2 METHOD OF AWARD**

Award of this contract may be made to the primary and secondary lowest and best bidders, as defined in General Conditions 1.38, whose bid will be most advantageous to the City of Miami Beach. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City.

The City reserves the right to award **per line item**, should it be determined it is in the City's best economic interest.

**2.3 PAYMENT:**

Invoices for payment will be submitted upon delivery. Invoices will be subject to verification and approval by the ordering Department's designated representative.

**2.4 SHIPPING TERMS:**

Prices shall include freight to City's premises, and shall be F.O.B. Destination. Vendor shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

**2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the one year term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

**OPTION TO RENEW WITH PRICE ADJUSTMENT:**

The contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional tem may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

**2.6 PRE-BID CONFERENCE/SITE INSPECTION: N/A**

**2.7 CONTACT PERSON:**

The contact person for this Invitation to Bid is **Marta Fernandez**. The contact person may be reached by phone: 305.673.7490; fax: 786.394.4003; or e-mail: [mfernandezrubio@miamibeachfl.gov](mailto:mfernandezrubio@miamibeachfl.gov) . Communications between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure.

Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk ([robertparcher@miamibeachfl.gov](mailto:robertparcher@miamibeachfl.gov)), no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.

YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.55, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.

**2.8 SAMPLES:**

Samples may be required during evaluation. The bidder shall provide **upon request**, a complete and accurate sample of the product(s) which they propose to furnish. The City shall be the sole judge of the acceptability of the sample in conformance with the Bid specifications and the City's decision shall be final.

**2.9 DELIVERY TIME:**

Vendors shall specify on the attached Bid Form the estimated delivery time (in calendar days) for each item. Upon delivery, all materials shall be unloaded by vendor.

**2.10 LIQUIDATED DAMAGES: N/A**

**2.11 DISCOUNTS (From published price lists): N/A**

**2.12 ESTIMATED QUANTITIES:**

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage for a one (1) year period. Said estimated quantities may be used by the City for the purpose of evaluating the low bidder meeting specifications.

**2.13 PRODUCT/CATALOG INFORMATION:**

Upon request, bidders must submit product/catalog information and/or samples on the product(s) they propose to furnish on this bid.

**2.14 WARRANTY:**

In addition to the warranty supplied by the manufacturer, the bidder hereby acknowledges and agrees that all material supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. The successful bidder must accept return for full credit for defective items, items shipped in error or damaged in shipment. The City of Miami Beach shall return items in "as received" condition.

**2.15 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)**

Each bid must be accompanied by a minimum of six (6) references of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. Reference shall include the name of the company, a contact person and the telephone number. Should bidder fail to provide this information with their bid, bidder shall provide within five (5) calendar days upon request from the Procurement Division. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

**2.16 FACILITY LOCATION:**

Materials will be delivered to various locations within City of Miami Beach city limits.

**2.17 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had just or proper claims pending against him or his firm; and has provided similar type products. The evidence will consist of listing of contracts for similar services that have been provided to public and private sector clients, within the last three (3) years, and letter from the manufacturer that bidder is an authorized distributor for the proposed manufacturer.

**2.18 LATE BIDS:**

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**2.19 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**2.20 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the **ORIGINAL AND TWO COPIES** of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.21 EQUAL PRODUCT:**

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided products so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.** The City, after evaluation of the documentation submitted, will determine if product is approved as equal to specified.

**2.22 CUSTOMER SERVICE:**

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

**2.23 USAGE REPORTS**

The City may request Annual Usage Reports from successful bidder(s), to include: item number, item description, quantity ordered/supplied, unit/extended costs and total dollar amount citywide and per department.

**2.23 ENVIRONMENTAL PROGRAM**

- As part of the City's "Green Building" program, it is the intent of the City to make our buildings environmentally friendly through waste prevention, and the use of environmentally friendly/preferable products
- All chemicals used will be those commercially available which meet Federal, State, and local codes; that meets the Environmental Protection Agency's criteria for Low or no Volatile Organic Chemicals (VOC's).
- The Contractor shall supply products made with a minimum of recycled post consumer materials as set forth in the EPA Comprehensive Procurement Guideline (CPG).
- A complete listing of required Comprehensive Procurement Guideline items and the recycled post consumer requirements may be found at [www.epa.gov/cpg](http://www.epa.gov/cpg). It is the responsibility of the contractor to review all these items to see which ones apply. The most commonly used items and the recycled content requirements are:

Bathroom tissue – rolls or sheets - must contain 20 to 100% recovered material with a minimum of 20 to 60% recycled post-consumer content

Paper Towels - rolls or sheets – must contain 40 to 100% recovered with a minimum of 50 to 60% recycled post-consumer content

General Purpose industrial wipers – used in cleaning and wiping applications - must contain 40-100% recovered content with a minimum of 40% recycled post consumer content

Trash Bags (plastic) must contain 10-100% post consumer recycled plastic material

Garden Hose: - Rubber and/or plastic - 60-65% recycled post consumer material

EPA adds new CPG items from time to time and it is the responsibility of the contractor to keep abreast of additional items to be used. Additional information on the availability of recycled products can also be obtained from the Environmental Protection Agency.

Preference should be given to NO or LOW VOC concentrated cleaning chemicals that are biodegradable and non-toxic to humans and aquatic life. Chemicals should not contain EDTA or NTA; chlorine or sodium hypochlorite; phosphates or derivatives of phosphates; phenolic compounds; glycol ethers; petroleum or petrochemical compounds. Chemicals should be concentrated and work in unheated water; have an acceptable ph when diluted for use; have less than 10% VOC concentration when diluted for use; and are non-aerosols and packaged in recycled and/or recyclable packaging. The City will take every precaution to ensure that the Contractor uses only safe products. Information can be obtained from Federal, State, and local agencies concerning the safe chemical cleaning materials.

No item containing a CAUTION or WARNING label will be added to the Contractor's listing until the City has given verbal approval for its addition.

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**TECHNICAL SPECIFICATIONS**

**3.1 OVERVIEW**

The City of Miami Beach is seeking a qualified vendor(s) for the supply and delivery of janitorial supplies for various Departments.

**3.2 MATERIALS**

- 3.2.1 The commodities to be purchased from this contract shall include various brands of janitorial supplies that may be required during the term of this contract. See attached Bid Proposal Form for a list of materials.
- 3.2.2 Brand Name: Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required. Equal (substitution) may be bid, provided products so bid is found to be equal in quality, standards of performance, design, etc. to item specified
- 3.2.3 Bidders shall indicate standard packaging, and provide price and unit of measure in the Unit Cost column for each of the line items on the Bid Proposal Form (see sample line items on the Bid Form).

**3.3 SCOPE OF SERVICES**

Successful bidder(s) will be required to supply and deliver janitorial supplies to various departments throughout the City of Miami Beach. The City will issue Blanket Purchase Orders to the selected vendor(s) for the purchase of supplies on an as needed basis throughout the year.

- 3.2.1 Orders shall be placed by various Departments, as needed. Each Department shall be invoiced separately.
- 3.2.2 Prices shall include freight to City's premises, inside delivery, and shall be F.O.B. Destination. Vendor shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.
- 3.2.3 Upon delivery, all materials shall be unloaded by vendor.
- 3.2.4. Minimum order requirements, if any, shall be indicated in the Bid Form.
- 3.2.5 Invoices and packing slips shall include adequate information including: department's name, location, full item description, unit prices, Standing Order number, receiving signature, quantities, delivered and backorder status.

**3.4 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION:**

While the City has listed the majority of the products (within this solicitation) utilized by the various Departments in conjunction with their operations, there maybe similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the City may also obtain price quotes from those vendors. The City reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quote, or to acquire the item through a separate solicitation.

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**Company Name** \_\_\_\_\_

**BID PROPOSAL FORM**

We propose to furnish all labor, material, equipment, supervision and transportation necessary to supply and deliver on an as-needed basis, **FOB Destination**, janitorial supplies as specified herein.

Manufacturer's name, brand name and model number are used for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided products so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. If substitute product is bid, please indicate manufacturer/model number on the bid form.

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                         | <u>Your Standard Packaging</u><br>(Qty per box/roll/case) | <u>Unit Cost</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------|
|             | Sample Line Item 1                                                                                                                                                                                         | 25 ea/ box                                                | \$25 per box     |
|             | Sample Line Item 2                                                                                                                                                                                         | 100 LF/Roll                                               | \$75/roll        |
|             | Sample Line Item 3                                                                                                                                                                                         | 100 LF/Roll                                               | \$0.75/LF        |
| <b>1.</b>   | <b>Plastic Trash Bags Clear</b><br>35 gal capacity, 1.00 mil thickness<br>40in x 48in.<br>Est. Annual Qty: 1,250 cases (150 bags/cs)<br>Mfg./Model: _____                                                  | _____                                                     | \$ _____ / _____ |
| <b>2.</b>   | <b>Plastic Trash Bags Black</b><br>Liners 38x58 1.5 mil Equiv 2M<br>60 gal capacity Black<br>Est. Annual Qty: 240 cases (100 bags/cs)<br>Mfg./Model: _____                                                 | _____                                                     | \$ _____ / _____ |
| <b>3.</b>   | <b>Double Ply Toilet Tissue, White</b><br>4 3/8 x 3 3/4, 96 rolls/case<br>Product #: BW54900 or equal<br>Est. Annual Qty: 415 cases<br>Mfg./Model: _____                                                   | _____                                                     | \$ _____ / _____ |
| <b>4.</b>   | <b>Multi Fold Towels, White</b><br>9.13 x 9.5, Packaging: 4M towels/case<br>20 packages of 200 towels per case<br>Product #: 48300 Wausau Paper or equal<br>Est. Annual Qty: 62 cases<br>Mfg./Model: _____ | _____                                                     | \$ _____ / _____ |

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

Company Name \_\_\_\_\_

**BID PROPOSAL FORM (CONTD.)**

| <b><u>Item</u></b> | <b><u>Description</u></b>                                                                                                                                                                              | <b><u>Your Standard Packaging</u><br/><u>(Qty per box/roll/case)</u></b> | <b><u>Unit Cost</u></b> |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------|
| 5.                 | <b>Single Fold Towels, White</b><br>10 x 9 paper towels, 4M towels/case<br>16 packages of 250 towels per case<br>Product #: Windsoft 106 or equal<br>Est. Annual Qty: 62 cases<br>Mfg./Model: _____    | _____                                                                    | \$ _____ / _____        |
| 6.                 | <b>All White Wiping Cloths</b><br>Light Weight white cloth produced from<br>textile remnants. Washed and sterilized.<br>Estimated Annual Qty: 3,300 lbs<br>(in 25 or 50 lb cases)<br>Mfg./Model: _____ | _____                                                                    | \$ _____ / _____        |
| 7.                 | <b>White Sheets, All Cotton, 50 lb box</b><br>Est. Annual Qty: 1,700 lbs                                                                                                                               | _____                                                                    | \$ _____ / _____        |
| 8.                 | <b>Gloves – Disposable Latex Gloves</b><br>Powdered, Large<br>Product #: Zep 8940 or equal<br>Est. Annual Qty: 650 boxes (100 gloves/box)<br>Mfg./Model: _____                                         | _____                                                                    | \$ _____ / _____        |
| 9.                 | <b>Gloves String Knit double PVC dots</b><br>Product#: G1278 or equal<br>Est. Annual Qty.: 1,600 dozen<br>Mfg./Model: _____                                                                            | _____                                                                    | \$ _____ / _____        |
| 10.                | <b>Lobby Dust Pan</b><br>Est. Annual Qty.: 133 each<br>Mfg./Model: _____                                                                                                                               | _____                                                                    | \$ _____ / _____        |
| 11.                | <b>Clorox Ultra Bleach</b><br>1 gal bottles/6 gallons per case<br>Est. Annual Qty: 200 cases                                                                                                           | _____                                                                    | \$ _____ / _____        |
| 12.                | <b>Premium H/D Degreaser</b><br>1:25 Dilution Ratio<br>4-1 Gallon containers per case<br>Product #: Victoria Bay 0610 or equal<br>Est. Annual Qty: 31 Cases                                            | _____                                                                    | \$ _____ / _____        |

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

Company Name \_\_\_\_\_

**BID PROPOSAL FORM (CONTD.)**

| <b><u>Item</u></b> | <b><u>Description</u></b>                                                                                                                                        | <b><u>Your Standard Packaging</u><br/>(Qty per box/roll/case)</b> | <b><u>Unit Cost</u></b> |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------|
| 13.                | <b>Cleaner Degreaser, 1 Gal</b><br>Recommended dilution: 1:5-1:20<br>J-Works Hurricane Force 2ZWL3 or equal<br>Est. Annual Qty: 79 each                          | _____                                                             | \$_____/_____           |
| 14.                | <b>Pine Disinfectant Cleaner</b><br>Dilution Ratio: 1:25<br>4-1 Gallon containers per case<br>Product #: Victoria Bay 0406 or equal<br>Est. Annual Qty: 27 Cases | _____                                                             | \$_____/_____           |
| 15.                | <b>Victoria Bay Disinfectant Sprays</b><br>12-15oz containers per case<br>Product #: Victoria Bay C-015 or equal<br>Est. Annual Qty: 22 Cases                    | _____                                                             | \$_____/_____           |
| 16.                | <b>Glass Cleaner Antibacterial</b><br>12 bottles of 32 ounces per case<br>Product #: CB317697 or equal<br>Est. Annual Qty: 15 Cases                              | _____                                                             | \$_____/_____           |
| 17.                | <b>Comet Liquid Cleaner with Bleach</b><br>8 bottles of 32 ounces per case<br>Product #: Procter & Gamble 00007017<br>or equal. Est. Annual Qty: 11 Cases        | _____                                                             | \$_____/_____           |

**Other Janitorial Supplies Not Included In The Above List To Be Supplied Per Section 3.4.**

- 
- **Minimum order requirements (if any):** \$ \_\_\_\_\_
  - **Delivery charge for less than minimum order value:** \$ \_\_\_\_\_
  - **Estimated Delivery Time (EDT) from receipt of order:** \_\_\_\_\_ calendar days  
Please list exceptions to your EDT stated above if any.
  - **Ability to Provide Usage Reports** \_\_\_\_\_ Yes or No

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES  
BID # 5-10/11**

**Company Name** \_\_\_\_\_

**BID PROPOSAL FORM (CONTD.)**

**PAYMENT TERMS: NET 30. If other, specify here** \_\_\_\_\_

**ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED  
PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.**

**SUBMITTED BY:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**(I certify that I am authorized to execute this proposal and  
commit the bidding firm)**

**Bidders must acknowledge receipt of addendum (if applicable).**

Addendum No. 1: \_\_\_\_\_  
Insert Date

Addendum No. 2: \_\_\_\_\_  
Insert Date

Addendum No. 3: \_\_\_\_\_  
Insert Date

Addendum No. 4: \_\_\_\_\_  
Insert Date

**NAME/TITLE(Print):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**FACSIMILE NO:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**FEDERAL I.D.#:** \_\_\_\_\_

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**Company Name** \_\_\_\_\_

**BID CHECK LIST**

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

|            |                                                                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>X</b>   | <b>Original and Two copies of bid (including all submittal information)</b><br>General Conditions Section 1.1<br>Special Conditions Section 2.20 |
| <b>X</b>   | <b>Execution of Bid</b><br>General Conditions Section 1.2                                                                                        |
| <b>X</b>   | <b>Equivalents/Equal Product</b><br>General Conditions Section 1.10<br>Special Conditions Section 2.21                                           |
| <b>X</b>   | <b>Insurance and Indemnification (including Insurance Checklist)</b><br>General Condition Section 1.26<br>General Conditions Section 1.58        |
| <b>N/A</b> | <b>Bid Guaranty/Performance Bond</b><br>General Condition Section 1.27                                                                           |
| <b>X</b>   | <b>Warranty</b><br>Special Conditions Section 2.14                                                                                               |
| <b>X</b>   | <b>Product/Catalog Information</b><br>Special Conditions Section 2.13                                                                            |
| <b>X</b>   | <b>References</b><br>Special Conditions Section 2.15 and Page 28                                                                                 |
| <b>X</b>   | <b>Bidder Qualifications</b><br>Special Conditions Section 2.17                                                                                  |
| <b>X</b>   | <b>Exceptions to Specifications</b><br>Special Conditions Section 2.19                                                                           |
| <b>X</b>   | <b>Contractor's Questionnaire</b><br>(Page 30)                                                                                                   |

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**Company Name** \_\_\_\_\_

**CUSTOMER REFERENCE LISTING**

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of six (6) clients or government organizations for which the Bidder is currently furnishing or has furnished similar services.

1)           Company Name       \_\_\_\_\_

Address                       \_\_\_\_\_

Contact Person/Contract Amount \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail                       \_\_\_\_\_

2)           Company Name       \_\_\_\_\_

Address                       \_\_\_\_\_

Contact Person/Contract Amount \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail                       \_\_\_\_\_

3)           Company Name       \_\_\_\_\_

Address                       \_\_\_\_\_

Contact Person/Contract Amount \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail                       \_\_\_\_\_

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**Company Name** \_\_\_\_\_

**CUSTOMER REFERENCE LISTING (CONTD.)**

4)           Company Name       \_\_\_\_\_

              Address               \_\_\_\_\_

              Contact Person/Contract Amount \_\_\_\_\_

              Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

              E-mail                \_\_\_\_\_

5)           Company Name       \_\_\_\_\_

              Address               \_\_\_\_\_

              Contact Person/Contract Amount \_\_\_\_\_

              Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

              E-mail                \_\_\_\_\_

6)           Company Name       \_\_\_\_\_

              Address               \_\_\_\_\_

              Contact Person/Contract Amount \_\_\_\_\_

              Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

              E-mail                \_\_\_\_\_

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

Company Name \_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE**

**NOTE:** *Information supplied in response to this questionnaire is subject to verification.  
Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.*

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:

By \_\_\_\_\_

Principal Office \_\_\_\_\_

How many years has your organization been in business under your present business name? \_\_\_\_\_

Does your organization have current occupational licenses entitling it to do the work/service contemplated in this Contract? \_\_\_\_\_

Please state license(s) type and number: \_\_\_\_\_

Include copies of above licenses and certificates with proposal.

Have you ever had a contract terminated due to failure to comply with contractual specifications? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In what other lines of business are you financially interested or engaged? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Give references as to experience, ability, and financial standing \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AND DELIVERY OF JANITORIAL SUPPLIES**  
**BID # 5-10/11**

**Company Name** \_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE (CONTD.)**

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

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- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have \_\_\_\_\_ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

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**I HEREBY CERTIFY** that the above answers are true and correct.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)