

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 12/1/10 – 11/30/11	Contract No.: 501-10673	Master Blanket: N/A
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Awarded Vendor:

Capital Building Maintenance, Inc. aka/ Capital Contractors, Inc.
1000 West McNab Road, Suite 242
Pompano Beach, FL 33069

Attn: Ryan Boleen
Cell: 954-288-3306, Phone: 954-771-8922
Fax 877-480-6462
Email: rboleen@capitalcleaning.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No

JANITORIAL SERVICES

Morton Activity Center, after functions on Saturdays and Sundays, 2 services/week at 52 weeks	\$ 80.00 / cleaning
Strip and wax floor	\$ 940.00 / service

Department Contract Co-Ordinator: Kim Clifford, Parks and Recreation, (954) 828-5354

Procurement Specialist: AnnDebra Diaz, CPPB

THIS AGREEMENT, made and entered into this ____ day of ____, 2010, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Capital Building Maintenance, Inc., aka/ Capital Contractors, Inc., a New York corporation ("Contractor"), authorized to transact business in the State of Florida, whose address and phone are 1000 West McNab Road, Suite 242, Pompano Beach, FL 33069, Phone 954-771-8922, Fax: 877-480-6462.

WHEREAS, the City issued Informal Quotation Number 501-10673 ("ITB"), and the Contractor submitted a bid in response to the Quotation; and

WHEREAS, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the Quotation pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

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

1. The Contractor agrees to provide to the City Janitorial Services, Morton Activity Center in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the Quotation and any and all addenda thereto beginning December 1, 2010 and ending November 30, 2011.

2. This contract form G-110 Rev. 01/10, the Quotation, any and all addenda to the Quotation, and the Contractor's proposal in response to the Quotation are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;

Second, any and all addenda to the City's Quotation in reverse chronological order;

Third, the Contractor's response to any addendum requiring a response;

Fourth, the Contractor's response to the Quotation.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Quotation and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Quotation the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the Quotation within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

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

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

ATTEST

By: [Signature]
Print Name: Sandra Lopez

(CORPORATE SEAL)

CONTRACTOR

By: [Signature]
Print Name: ALAN H. KRUSTAL

Title: Secretary - Corporate Counsel
(If not president of corporation please attach proof of authorization)

STATE OF NEW YORK
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 15th day of DECEMBER, 2010, by Alan H. Krystal as (title): SECRETARY / COR. COUNSEL for Capital Building Maintenance, Inc., aka/ Capital Contractors, Inc., a New York corporation authorized to transact business in the State of Florida.

(SEAL) RAMONITA ESPADA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ES6205862
Qualified in Nassau County
My Commission Expires May 11, 2013

[Signature]
Notary Public, State of New York
(Signature of Notary Public)
RAMONITA ESPADA
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

November 12, 2010

CAPITAL CONTRACTORS, INC

1000 West McNab Road, Suite #242
Pompano Beach, FL 33069
PHONE (954) 771-8922 FAX 1-877-480-6462

Lori and Tim
Fort Lauderdale Parks and Recreation Department
1350 W. Broward Blvd.
Ft. Lauderdale, FL 33312

Dear Lori and Tim:

Thank you for the opportunity to submit a proposal for the maintenance and cleaning of your building.

Capital Contractors, Inc. is dedicated to the concept of providing every customer with a full range of services and the highest standards available. This constitutes applying time proven methods, full supervision and a well-educated management staff. Using this approach we have been highly successful in cost reduction for many facilities.

In addition to custodial cleaning service, we also provide the following services:

A carpet cleaning department which is fully capable of handling any size or type of job, and provide the full range of carpet care needs with a broad range of cleaning methods including dry foam, rotary disc and hot water extraction.

A specialty cleaning department with the ability to respond to any emergency or unscheduled situation which may develop: i.e., fire clean-up, bursting water pipes, roof leaks, etc.

A window washing division capable of performing: any glass cleaning requirements, including high rise exterior glass, skylights, galleries, ceiling tiles, etc.

We feel that our operation/administrative staff and our physical resources give us a distinct productive management advantage over our competitors.

SCOPE OF WORK

- (A) Disposing of all bags of garbage into the dumpster.
- (B) Re-aligning trash cans (33 and 55 gallon)
- (C) Sweep and mop hall and kitchen floors along with stage area.
- (D) Clean up and remove any garbage left on the table tops or floor.
- (E) Clean up debris or trash on the front landing area, steps and flower beds outside of the building.
- (F) Take down and dispose of all remaining decorations and balloons left in the hall.
- (G) Using a spray cleaner wipe down all tables and bar area.
- (H) Fold up and put away tables and chairs on carts under stage area (approx 25 – 30 tables and 200 chairs).
- (I) Using spray cleaner wipe off kitchen counters, sink, stove, oven and two refrigerators (interior and exterior)
- (J) Capital will supply all equipment, chemicals and bags.

PRICING:

Our quote to clean is \$80.00 per visit. Quoted price does not include applicable sales tax.

ADDITIONAL SERVICES:

The price to strip and wax the VCT flooring is \$940.00 per service. Quoted prices do not include applicable sales tax.

Any condition of faulty equipment, plumbing, locks, electrical appliances, evidence of vermin or other irregularities will be reported immediately. We look forward to hearing from you, so that we may begin a satisfactory relationship that will last for many years.

Sincerely,

Ryan Boleen
Cell: 954-288-3306
Email: rboleen@capitalcleaning.com

ABOVE THE REST

~~Capital Contractors combines more than 75 years of facility maintenance excellence with next-generation capabilities to provide complete, quality janitorial, repair, and management solutions.~~

We lead the industry in delivering innovative services, making us the preeminent janitorial and facilities management partner in the United States.

SCALABLE AND FLEXIBLE ▼

Capital Contractors has developed protocols and procedures to ensure consistent service to every client whether they have just one location or hundreds spread throughout North America. With more than 35 field offices throughout the U.S. and Canada, we can provide you with unparalleled flexibility and resources. Our field level management team guarantees that Capital is always close to your front door.

TRIED AND TRUE ▼

Capital enjoys decades-long relationships with many of our 6,000-plus clients. We have gained their trust through years of hard work, proactively monitoring the results of our service, and continuously working to raise the bar. We seek enduring partnerships based on our commitment to providing excellence.

COMPREHENSIVE AND CUSTOMIZED ▼

There are no one-size-fits-all fixes for today's business environment. We look at every aspect of your facility to design a program that's right for you. Together, we'll discover opportunities for improvement and cost-savings so you can focus more on your core business.

PEACE OF MIND ▼

Juggling the multiple levels of wage, burden, insurance, and immigration regulations across a broad portfolio can be a daunting task. That's why we have invested significant resources to help manage those issues for you. Capital maintains a separate department dedicated solely to assuring the compliance of our technicians servicing your account.

MANAGEMENT AND SUPERVISION

~~Our intention at Capital Contractors, Inc. is to provide a fully workable and well-supervised program to insure that you receive a program with adequate management and supervision. To make this intent a reality, our plan is to provide the following:~~

- A. In depth management and administrative support from our main office. This support will include all personnel work, work method study, regular inspections, and program review with your representative.
- B. A trained and qualified crew leader to handle day-to-day operations of the cleaning program, who will meet regularly with the designated representative to coordinate all cleaning services. The crew leader's duties will include:
 - 1. Continual supervision over the assigned work force.
 - 2. Regular quality inspections.
 - 3. Direct performance of all special requests.

The main office, account executive, and crew leader will ensure the implementation of a well managed, supervised cleaning program. As in our other established programs, great emphasis is placed upon on-site management and supervision. In-cleaning supervision ultimately determines the success or failure of the cleaning program. Continued day-to-day motivation by our supervision is a key factor in attaining quality standards and productivity.

All our personnel are personally interviewed and carefully screened for character and temperament. Only those with a satisfactory work history will be considered for employment. Our personnel will be neatly dressed while in your facility.

Capital Contractors, Inc. believes that employee training is one of the most important ingredients in a high quality and efficient cleaning program. To achieve this, all hourly personnel will complete a training program prior to being assigned to your account. This program will act as a refresher course for those experienced personnel.

PROPOSED OPERATIONS ASSIGNMENT OF THE WORK FORCE

- A. The non-working supervisor will direct and supervise the cleaning personnel, deal with ~~any employee relations problems, insure that there are adequate materials and that the~~ equipment is in proper working condition at all times. The supervisor will record any physical maintenance deficiencies, and tour and inspect the site to insure that there is complete adherence to the cleaning specifications.
- B. Pickup personnel will be responsible for the daily emptying and cleaning of waste receptacles, replacing wax paper bags in sanitary disposal receptacles, emptying and wiping the ashtrays, washing the lavatory floors, filling paper towel, toilet tissue and soap dispensers in the lavatories, sweeping and damp mopping the stairwells, damp mopping un-waxed flooring and cleaning of all entrance glass.
- C. Cleaning personnel will be responsible for all other daily cleaning requirements including sweeping hard surface flooring, vacuuming carpeted areas, dusting and cleaning all furniture, windowsills, ledges, etc. and cleaning fountains. Cleaning of basins, bowls, urinals, mirrors, wells, and bright work, etc. in lavatories. They also will assist in performing some of the weekly periodic cleaning requirements in both general office areas and lavatories.
- D. Utility cleaning personnel will be responsible for weekly, monthly, semi-annual and annual periodic cleaning requirements in both general office areas and lavatories.
- E. Floor cleaning personnel will be responsible for the washing, stripping and waxing of resilient flooring, cleaning and buffing of flooring, and machine scrubbing of the lavatory floors.
- F. Window cleaning personnel will be responsible for the cleaning of the exterior windows and partition glass.
- G. Specialized crews will perform carpet shampooing and wall washing when requested.
- H. The labor supplied by Capital is unique and specialized and therefore cannot be hired directly by the client for which the service is being provided (a) during the period of time that services are being provided by Capital and (b) for a period of no less than one (1) year after cessation of services by Capital.

In addition to the site non-working supervisor, area supervisors will conduct site inspections and also would be available to respond to any emergency.

GENERAL CONDITION COVERED BY
CAPITAL CONTRACTORS, INC.

1. PRIMARY SECURITY:

- A. Security of the keys to your building is provided in the following manner: Customer keys are not identified by either customer name or address. All such keys are tagged with a numerical code known only to the janitorial operations management staff.
- B. Capital Contractors, Inc.' employees are instructed to check doors and windows for security. If the building has a security alarm system, they are to ascertain that the system is armed.
- C. Capital Contractors, Inc.' employees are instructed to report, either by written notation or by telephone to the facilities manager, any building equipment malfunction such as air conditioning, heating, locks, wall outlets, alarm problems, water leaks, or any occurrence of an unusual nature.
- D. Capital Contractors, Inc.' employees are instructed not to open desks, file cabinets, or any storage areas which are normally closed and/or locked.

2. CUSTOMER PROPERTIES:

- A. Customer telephones are to be used by employees for business purposes only (i.e.: notification to the office of presence of employees on work site, departure from site, supply requests, supervisor's instructions or emergency). Personal calls are not permitted unless there is an emergency.
- B. Capital Contractors, Inc.' employees are not to use customer equipment such as coffee urns, typewriters, adding machines, radios, telephones, etc.
- C. Capital Contractors, Inc.' employees are instructed to bypass desks, tables and counters with excessive scattered papers, files or other types of work-in-process materials.

3. ENERGY CONSERVATION:

- A. Leave only designated night-lights burning upon departure from the customer's building.
- B. Use only sufficient lighting to accomplish cleaning.

4. SCHEDULING OF SERVICES:

A. Window cleaning and janitorial services will be provided during mutually- agreed upon hours.

B. Project services, such as wall washing, light fixture cleaning, carpet shampooing, etc., may require Capital Contractors to extend hours beyond normal working hours; however this will occur infrequently. The customer or customers designate will be contacted prior to the initiation of these services, so that our plans will not conflict with any activity you may have previously scheduled for your facility.

EQUIPMENT AND SUPPLIES

The correct selection of equipment and supplies used on each job location is an important part of our program. Only by constantly evaluating the equipment we use are we assured of providing the finest service available.

In the program we have designed for your facility, we will be using only the latest in equipment from leading manufacturers.

Through bulk purchasing, and our knowledge of the cleaning industry, we are able to provide substantial reductions in the cost of restroom supplies, and can pass these savings on to our clients. If you would like us to provide toilet tissue, hand soap, hand towels, toilet seat covers, etc. it can be arranged at any time.

OUR QUALITY SERVICE

THROUGH THE USE OF PROVEN TIME TESTED METHODS WE ARE ABLE TO PROVIDE A TOP QUALITY CLEANING SERVICE. WE MAINTAIN THE TYPE OF ORGANIZATION NECESSARY TO ACCOMPLISH THESE TASKS BY USING STATE OF THE ART PRODUCTS AND EQUIPMENT. WHEN YOU EMPLOY OUR SERVICE YOU WILL RECEIVE THE FOLLOWING ESSENTIAL ELEMENTS:

1. Workers assigned permanently to your building (They get to know your needs and you get to know them.)
2. Work performance measured and developed, and exceeding industry standards (properly assigned task properly completed).
3. We have an excellent NIGHT SUPERVISORY ORGANIZATION. Workers are closely watched and instructed by our supervisors to produce quality work. We sell a "SUPERVISED CLEANING SERVICE" and a permanent supervisor visits your premises regularly to insure quality. This supervisory expense is part of our job cost.
4. Workers and supervisors are all local people and live in the area near you.
5. We are on call 24 hours a day with pagers and mobile devices. We are equipped to handle special requests or emergencies with minimum advance notice.
6. We carry complete insurance: Public Liability \$1,000,000. Property Damage up to \$1,000,000, and all our employees are bonded. We will provide all certificates of insurance and bonding documents for your inspection.